

## RETURN

To an Address of the HOUSE OF LORDS, dated 3d August 1866,

FOR

“ COPIES of the REPORT of the FINANCIAL COMMISSIONER, MR. DAVIES, upon the  
“ INQUIRY into RIGHTS of OCCUPANCY in OUDH ; together with the REPORTS  
“ of the different Settlement OFFICERS and COMMISSIONERS in OUDH, and of  
“ the EVIDENCE of the Landowners, Cultivators, and others, upon the  
“ same Subject : ” And also,  
“ COPY of the DESPATCH of the CHIEF COMMISSIONER of OUDH, forwarding the  
“ above-mentioned Reports to the Government of India in February  
“ 1865.”

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India Office,  
9th August 1866.

J. WM. KAYE,  
Secretary Political Department

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*(The Lord Somerhill.)*

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## RETURN, &c.

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From MAJOR J. REID, Secretary to the Chief Commissioner of Oudh, to the Secretary to the Government of India, Foreign Department, Simla,—(No. 2202, dated Lucknow, the 14th July 1865).

THE Government of India, in letter No. 284, of 30th September 1864, remarked that no sufficient enquiry had yet been made concerning the fact of the existence of cultivating rights of occupancy, and directed that provision be made for the impartial hearing of all claims to such rights by cultivators.

2. A subsequent letter, No. 302, dated 6th October 1864, directed that all claims to rights of occupancy be investigated in the same manner as is laid down in Circular 46, dated 8th June 1863, regarding the investigation of under-proprietary rights. That Circular directed close search to be made for under-proprietary rights, in order to accomplish thoroughly the desire and order of the Government that all such rights be defined and recorded at Settlement. The Chief Commissioner therefore, while objecting to a draft Circular shown him by the Financial Commissioner, because it seemed to him to presume too much on the existence of occupancy rights in Oudh, from the fact of their having been recorded in the Azimgurh and other neighbouring districts of the North-western Provinces, advised the Financial Commissioner to direct the mode of investigation prescribed by Circular 46 to be carried out in twenty-five villages in each district, and to await the result.

3. It would, the Chief Commissioner thinks, have been of little use to have instituted a fresh enquiry of a general nature, because one had already been made and reported with my letter No. 932, dated 26th March 1864, and it was evident that nothing more could be obtained from an expression of general views. The Chief Commissioner also thought that while investigation, to the extent above described, would be amply sufficient to lead to a judgment on the existence of such rights in Oudh, personal interrogation of the cultivators and landlords would be the most certain way of getting at the real facts of the case. By this course of procedure, too, the question would be brought earlier to a final settlement,—a point of importance, as keeping it long open must lead to anxiety among all owners of property,—whereas if the Settlement Officers had taken up these claims in the ordinary course of dealing with rights of property in the soil, and in connection with other operations of Settlement, their proceedings would have been desultory and scattered, and in some districts might not have been completed within a year.

4. The result is that most full and unquestionable evidence has been obtained, from which no one can have any difficulty in forming his conclusions.

5. The Secretary of State, in para. 16 of his Despatch, has defined the question for decision to be “whether any occupancy rights on the part of cultivating ryots did or did not exist at the time of annexation. The only foundation,” he added, “on which they can rest is their existence at the time of annexation.” This question appears to the Chief Commissioner to be answered in the negative by the Financial Commissioner, in paras. 10 and 11 of his Report, and the 1st and 2d conclusions of para. 55.

6. One Settlement Officer only, Mr Bradford of Hurdul, asserts the existence of such rights, while admitting that in one instance only was a claim made, and in that it was not substantiated. This gentleman has only lately returned from leave of absence for 20 months, and is evidently not well acquainted with the Settlement Rules: for those who compose the 1st Class, mentioned by him as having rights of occupancy as cultivators are in Oudh considered to be proprietors possessing an hereditary and transferable right of property. His 2d Class consists of the Brahmins and Rajpoots who generally, as has all along been admitted, pay lower rates than cultivators of inferior castes, and who will be referred to hereafter. His only reason for considering that the 3d Class of ordinary cultivators possesses rights of occupancy appears to be that on no other supposition can the long continuation of their occupation be accounted for. The Chief

Commissioner has examined the cases investigated by this gentleman, and in no district has he found the right more absolutely disclaimed by the cultivators than in Hurdui.

7. The Settlement Officer of Sultanpore, Captain Perkins, while admitting that cultivating rights based on a lengthened occupancy of the soil are unknown, thinks there are some tenures which constitute a right of occupancy. But he has fallen into the same error as Mr. Bradford. When he describes a proprietor who, while alienating the bulk of his ancestral lands, has retained a portion for his support, he refers to the well-known tenure of "dehdaree," which, under the Oudh rules, constitutes an under-proprietary right. "Sunkullups," for which a consideration has been given, are regarded in the same light. Copy of a letter to the Financial Commissioner, No. 2154, dated 12th instant, on the subject of the other kind of Sunkullup referred to by Captain Perkins, is annexed. The Chief Commissioner has examined the cases sent up from this district, in which rights of occupancy at fixed or fair rents have been decreed by the Assistant Settlement Officer. They are all claims to under-proprietary rights (Seer and Sunkullup), provided for by the Record of Rights Circular.

8. Mr. Capper too, judging from para. 6 of his letter 58, has not avoided a similar error. The persons therein referred to are clearly under-proprietors.

9. The Chief Commissioner does not understand the argument used by Captain Thompson in the last paragraph of his Report,—“that the cultivators whose claims are “under discussion have no rights other than those created by prescription; the right “of the landlord to eject rests precisely upon the same foundation; and the sanction of “prescription cannot with equal justice be accorded to the one and withheld from the “other.” It seems to him entirely opposed to the opinion expressed in the 6th para., “that it is impossible that a right of occupancy should grow up by prescription, and “that so such prescriptive right was known among the people.” In the Chief Commissioner’s opinion, the right of the landlord to eject existed *ab initio*, and was inherent in his right of property, which must be considered complete unless others can establish an adverse interest in it. The landlord exercised the right of ejectment when it suited him to do so, however rarely that might be. The cultivators never resisted or called in question this right, and claim no share in the land, which they freely admit to belong to the Zemindars alone.

10. In para. 12 of Government letter No. 320, dated 7th October 1864, notice was taken of thirteen applications having been preferred to the Settlement Officer, Fyzabad, for the record of tenant right. Mr. Carnegie now explains that, of the 13 applicants, 12 came from the borders of Azimgurh, and one from Jounpore, and that in nine cases out of ten that were investigated the claimants admitted absence of all right under native rule, and assigned the change of Government as their sole reason for coming forward. The Chief Commissioner on examination also finds that in three cases the land was given for service.

11. The Financial Commissioner, in para. 6 of his letter, strongly brings out the fact that the descendants of former village proprietors retaining some beneficial interest in the land are protected by the Oudh rules, and maintained in an heritable and transferable property in their holdings. Every endeavour has been made to ascertain and record the rights of these persons, as Circular 46 of 1863 will show, and they have been held by the Chief Commissioner to possess as complete a right of property in their tenures as the Talooqdar enjoys in his.

12. The doubt referred to by the Financial Commissioner in his 8th para., as having at one time been entertained in respect to the transferable nature of this tenure, originated, as has been explained to him, in a technical misconception of Mr. Yule, who thought there could be full under-proprietary right only in a Talooqdar’s estate: whereas the Chief Commissioner has always held that such rights can exist in the pettyest property; and this is the view taken in the North-Western Provinces. See directions to Settlement Officers, para. 118.

13. The Chief Commissioner is inclined to think that the fact that every form of proprietary interest in the land has been carefully guarded, and that every precaution has been taken to prevent its omission from the records, owing to the backwardness of the possessors to prefer claims, has not been sufficiently appreciated; and it is of importance to bring it prominently forward, because the Chief Commissioner believes was in the interest of this class that rights of occupancy have been most warmly

14. Mr. Thomason, treating of non-proprietary cultivators in his Azimghur Settlement Report, forms the whole of his 1st Class and a great part of his 2d of these persons. The Oudh rules place them in a better position, and in their rightful one. In his directions to Settlement Officers, Mr. Thomason says the importance of the question is much diminished when proprietary are separated from non-proprietary cultivators, and the former secured in all the privileges to which they are entitled. This has been done in Oudh.

15. The Chief Commissioner has a strong impression that the corresponding class is to be found in Bengal in the Khood Kasht ryots in occupation at the time of the permanent Settlement, and whose rights were reserved in Section 60, Regulation VIII. of 1793. The holding of the Khood Kasht Kudeemee ryot in Bengal at that time might, he thinks, have been analogous to the seer of the dispossessed village proprietor in Oudh. The etymology of the word Khood Kasht also favours this view. Khood means *self, own*: thus, "Khood Uspa," a trooper who rides his own horse; "Khood Ro," anything growing of itself without being sown. The Chief Commissioner takes Khood Kasht to mean the land that a man cultivates with his own cattle and servants, in contradistinction to what he lets; and, as a mere cultivator has seldom more land than he can till himself, the term Khood Kasht\* ryot is seldom applicable to him, and its use is mainly confined to proprietary cultivators.

16. It is, the Chief Commissioner is inclined to think, from not distinguishing between proprietary and non-proprietary cultivators that the idea of a general right of occupancy in the tillers of the soil not claiming a proprietary origin took such strong root in Bengal, and has spread to the North-Western Provinces.

17. The Chief Commissioner believes, it is admitted, that there were village communities and cultivating proprietors in Bengal, and that countless numbers of village maliks, small Zemindars, and even considerable proprietors, must, owing to the exactions of the Mahomedan Government and the Zemindars, have been reduced to the position of cultivators of the soil. Any privileges they might enjoy were, he imagines, the remnants of their former proprietary rights. These persons must have come under the designation of Ryots. They could not have been the dependent Talooqdars, for the definition given of this class in Sections 67 and 68 of Regulation VIII. of 1793 does not apply to them, but to persons who held by direct grant from the Zemindar; neither can they be the Mocurureyders or Istumrardars mentioned in the same Regulation.

18. In early times, too, it was the habit to speak of all but the parties admitted to direct engagements with the State as Ryots. The historian Mill evidently understood the proprietors of the soil, the Village Communities, to be meant by the term Ryots. See pages 404 and 410, Chapter 5; Volume 3. Lord Cornwallis probably had this class also in view, when he said the Ryots have the privilege of holding possession of the spots of land they cultivate. It was to the village "proprietors" and "cultivating Zemindars" that Lord Hastings referred in his Minute of 21st September 1815† when dwelling on the depressed condition of the classes left unprotected at the permanent Settlement. Lord W. Bentinck too, in his Minute of 26th February 1832, calls the village proprietors of the North-Western Provinces, afterwards admitted to engage direct with the Government to the exclusion of the Talooqdars, Cultivators and Ryots.

19. It seems to the Chief Commissioner a reasonable conclusion, that it is for the classes he has described that the sympathies of our earlier administrators in Bengal would have naturally been enlisted, and not for mere tillers of the soil, who never laid claim to any right of property in it, and whose position must have always been the same.

20. The Chief Commissioner has only the other day found, in a book replete with information from the most authentic sources, ("Rickards' India, published in 1832,†") an opinion expressed very much to the same effect.—"We frequently find," he says,

\* H. H. Wilson defines a Khood Kasht ryot as one who cultivates his own hereditary lands, as such a person would always reside in his village. This circumstance may have led to the idea of residence being attached to the word by European officials, who employ it in contradistinction to Pye Kasht. It is certain that throughout Oudh resident non-proprietary cultivators are known by the term chupperbunds only. Nijote is the exact equivalent in Hindoo of Khood Kasht, and by it is always understood the land cultivated by the proprietor himself.

† "In Burdwan, Behar, and Cawnpore, complaints of the village Zemindars crowded in upon me without number. The class of village proprietors appeared to be in a train of annihilation, and, unless a remedy is speedily applied, will become extinct. Indeed, I fear that any remedy that could be provided would even now come too late to be of any effect in the estates of Bengal."

‡ The author was a Bombay Civil Servant.

“ the real owners of an estate reduced to become its cultivating Ryots or tenants. The latter, in such cases, are considered as possessing a right of permanent occupancy, so long as the dues of the greater and lesser proprietors (Government and the Zemindar) be regularly discharged. Hence another notion that Government in its meddling capacity has a right to regulate the demands of the lesser proprietors from the land, so that a person acknowledged to have a right tantamount to that of fee simple is not suffered to make his own bargain with his own tenant; in other words, he is only suffered to demand such a rent from his own estate as shall be prescribed to him by a public law.” (Page 190, Volume 2.) Now this writer is a strong advocate for the Bengal Ryots against the Zemindars, but evidently only on the ground that they were the original proprietors of the land. He seems to repudiate the idea of fixing the rent of an ordinary cultivator.

21. Mr. Muir too, the Chief Commissioner observes in para. 44 of his Minute of April 1863, hints at the possibility of the idea of the right of occupancy having grown out of confounding the more fixed classes of Ryots with the Village Communities. He also remarks, that if it be correct that no such class exists in Oudh (which this enquiry has established to be the case), it would go far to prove that at the cession there were few or no such rights in the North-Western Provinces. He also cites Mr. Lushington, Judge of the Sudder Court, as throwing out a suggestion whether, by the hereditary resident cultivator, Akbur did not allude to the Mookkuddum and village Zemindars, whom we have made proprietors, rather than to non-proprietary cultivators.

22. The difficulty of distinguishing between cultivators who still retained some proprietary rights and those who were not of proprietary origin, with the limited knowledge possessed of the people and past history of the country at the time of the Perpetual Settlement, may well be conceived when we consider how Mr. Thomason himself confounded these classes in his Azimgurh Settlement Report, and how difficult it is even now to make Oudh Officers bear in mind the distinction. Sir Charles Trevelyan in his Minute traces all occupancy rights to peasant proprietorship. Village communities and brotherhood alone are referred to in his Minute, and Sir F. Currie says he has correctly described their origin. If this only had been the question, *viz.*, whether descendants of former proprietors should receive consideration, its proportions would have been much reduced.

23. The other argument for the existence of occupancy rights derived from the ryotwarry Settlement in Madras can also, the Chief Commissioner thinks, be shown to be founded on a similar misapprehension of terms. It is now, he believes, a recognized fact that proprietary rights existed in Madras as in the Bengal Presidency. The potails of Madras corresponded with the village maliks, and the meerasee tenure seems identical with the zemindaree and putteedary coparcenary estates of the North-Western Provinces. See page 241 of Rickards' Volume II. for a description of this tenure, taken from official records. In some remarks of the Madras Board of Revenue, the Chief Commissioner sees mention made of the “unity of interest and joint partnership in profit and loss, which formerly existed among each village community in all Provinces east of the ghâts.” This language exactly describes the tenures of the North-Western Provinces. The description of a Madras village, as given by the Madras Board of Revenue, would equally apply to a village in the North-Western Provinces. Moreover we know that the system of village Settlement, as in the North-Western Provinces, was tried in many districts of the Madras Presidency, both before and after a Ryotwarry Settlement had been made; and its failure is attributed to the severity of the assessment, and not to any inapplicability of the system to the condition of the people.

24. It is clear then that very many of the so-called Ryots in Madras are the village Zemindars and proprietary cultivators; but some of these Ryots are also large farmers, and all may and often do have Ryots holding under them; for the Chief Commissioner finds Lord William Bentinck, in the Minute above referred to, quoting Sir T. Munro as protesting against any attempt on the part of the Government to fix the demand of the Ryot under engagements from his cultivating tenant. No doubt many non-proprietary cultivators also engaged direct with the State; but this was no recognition of occupancy rights on their part. Proprietors and cultivators were reduced to one level by the system.

25. Neither can the Chief Commissioner forbear remarking that the system, judging from the following description given of it by the Madras Government many years back, is not based on solicitude for the interests of the cultivating classes. “The Ryots will

" will not cultivate more land, or pay more rent, as they were formerly compelled to do." "The case was different so long as the Ryots were held in bondage by the Collector." Colonel Munro (*i.e.* Sir T. Munro) states that "if the Ryots were freed from every species of restraint, they would throw up one-fourth part of the land from inability to cultivate it;" and the Chief Commissioner has seen it stated elsewhere that they were not allowed to run away.

26. In the Punjab the Settlement Officers quoted by Mr. Cust in his proposed Tenant Code, seem unanimous in affirming that occupancy rights were a creation of our own. The Chief Commissioner ventures to think that the argument in favour of the existence of such rights in Oudh, based on the analogy of other parts of India where they have been recognized, cannot much be relied on.

27. The Chief Commissioner quite agrees with the Financial Commissioner, that the status of cultivators in Oudh is substantially identical with that of cultivators in the North-Western Provinces, at the time of Settlement under Regulations VII. of 1822, and IX. of 1833. But he thinks his succeeding remarks, that "the 12-year rule of prescriptive occupancy was applied without much discrimination, and the right of occupancy admitted without much investigation in individual cases," do not adequately describe the proceedings of that time. The Chief Commissioner has read the published Reports of the Settlement Officers of the North-Western Provinces, and does not gather from them that an enquiry into the existence of rights of occupancy, either generally or in individual cases, preceded the registration of such rights. The early Bengal Regulations re-enacted for the ceded and conquered Provinces in 1803, and Regulation VII. of 1822, assumed the existence of cultivators with the right of occupancy, though they have nowhere attempted to define the conditions that constitute the tenure. The Settlement Officers of the North-Western Provinces appear to the Chief Commissioner to have looked on the record of rights of occupancy as a measure of policy, which it was their duty to carry out without questioning its propriety. They do not affirm that it was in accordance with custom; on the contrary, the only two Officers who refer to custom, Mr. Conolly and Mr. E. Thornton, say it was exactly the reverse. This seems to have been quite Mr. Conolly's feeling. While expressing his decided conviction that rights of occupancy were an innovation, he resigns himself to do the pleasure of the Government in creating them. "I am convinced," he says, "that the notion of any restriction on the demand of the Zemindar beyond that imposed on him by usage, common interests and good feeling was never thought of here till the introduction of Regulation VII. of 1822." (Page 53 in printed volume.) "The question in regard to the rights of Ryots having been finally disposed of by Government after full consideration in all its bearings, it is unnecessary for me to write further my opinion on the subject. I would merely observe that the general enquiries I made satisfied me that any attempt to bind down the landlords to the demand of a specific rent for the period of their own lease would have been a direct innovation on established usage, and a creation of new rights in favour of the ryots." (Pages 549 and 550 of Revenue Report North-Western Provinces.)

28. Though no rule or test was laid down for the determination of rights of occupancy, the practice generally adopted was to consider that 12 years' holding of the land conferred them. Mr. Thornton, Collector of Saharunpore, complains of his Native Deputy Collector having been in the habit of recording as possessors of the rights all persons who had held the land for this period, though they had not urged that the Zemindar could not turn them out, and though the cultivators throughout the district were, to speak generally, tenants-at-will.\*

29. Mr. Thomason adopted this rule on the analogy of the law of Limitation, though that of course plainly applied to adverse possession, and the occupation of a Ryot being only permissive. No length of such possession can bar the right of the landlord, as was remarked by Sir B. Peacock in the Hill's case.

30. Mr. Thomason, in his Draft Revenue Code (mentioned by Mr. Muir in his Minute of April 1863), proposed to perpetuate this rule, though curiously enough he seems at one time to have deprecated the consequences of applying the law of Limitation to such cases; for in a pamphlet published by Mr. Boulderson of the Board of Revenue in 1844,

\* The proceedings of the Extra Assistant Commissioner of Durriabad, herewith submitted, are somewhat similar. Mistaking the object of the inquiry, and with "Directions to Settlement Officers" in his hands, he recorded as possessors of rights of occupancy all cultivators who came within the definition therein given of the class.



I find the following passage :—“ To a proposed law drafted by the Law Commissioners “ for conferring a legal title to be gained by possession maintained for a period of 12 “ years in the case of immoveable property, Mr. Thomason objected that tenants-at-will “ by failure of the proprietors of the land to demand an increase of Revenue for 12 “ years, would be changed into tenants with rights of occupation at fixed rates. To “ this the Commissioner naturally replied that the evident meaning of the proposition “ was possession as proprietor, proprietary possession, not possession as a tenant.”

31. Mr. Carnegy's examination and able analysis of the contents of the Settlement papers of the Azimgurh and Gorruckpore Districts, and the evidence of the two Canoongoes engaged in the Settlement of 1833 in the former district, throws much light on the practice of the Settlement Officers, and deprives the assertion of the existence of occupancy rights in the Azimgurh and Gorruckpore Districts of all force as an argument for the existence of similar rights in Oudh. Mr. Carnegy has shown from an examination of the Settlement files of 426 villages in the Azimgurh District, that the classification of cultivators described by Mr. Thomason in his Settlement Report was never made (it was found to take up too much time, the Canoongoes say), and that, although in 147 of the above villages the cultivators disclaimed all rights, and in 184 no allusion was made to them, the rent roll or record of rates of rent prescribed by the Board's Circular 1 of 1838, and by Section 9, Regulation VII. of 1822, and according to which all decisions on the demands of the Zemindars, were to be regulated until altered by a decree of the Civil Courts, was published in the village for 10 days, and then declared binding for the term of Settlement. By this means every cultivator was invested with rights of occupancy at fixed rates for the term of Settlement, for no ordinary Zemindar in those days could go into the Civil Court to raise his rents. Section 6 of Act X. of 1859 must afterwards have given permanent rights of occupancy to many of these persons.\*

32. In corroboration of what the Chief Commissioner has advanced, he will cite Mr. Thomason's own words in para. 99 of his Azimgurh Report :—“ In the third stage of “ cultivators (whom he has before described as tenants-at-will), the land actually held, “ and the rate actually paid, are recorded. The rate fixed at the time of Settlement *to “ be invariable during its duration.*”

33. The same mode of procedure was probably followed in other districts in the North-Western Provinces. Indeed it hardly went beyond the course enjoined by law (Section 9, Regulation VII. of 1822). It is true that any proceedings of the Settlement Officer under that Regulation could be reviewed by the Civil Courts, but the petty Zemindars admitted to engage at that Settlement could not institute suits against all their tenantry, and practically the remedy was nugatory. It mattered, therefore, little what rule or test might be applied for distinguishing cultivators with rights of occupancy from the tenants-at-will, when all were put on the same footing by the levelling process above described. Mr. Thomason too nearly obliterated all remaining distinction between the two classes, by ruling that the landlord had no power of himself to eject a tenant-at-will, and that the Collector was bound to replace an ejected tenant in possession, and by adding that the presumption was in favour of the cultivator who was in possession of the land.

34. The Chief Commissioner appeals to the above facts as justifying his saying in para. 16 of my letter to Government of India, No. 932, dated 26th March 1864, that he was not prepared to admit that rights of occupancy had any better foundation in the North-Western Provinces than he had been able to discover for them in Oudh. They prevent his agreeing with the Financial Commissioner that the right was admitted in the North-Western Provinces rather in confirmation of the custom obtaining, and they strengthen his previous impression that rights of occupancy in the non-proprietary tillers\* of the soil were not indigenous in the native system, but were a creation of our own.

35. Nor does he think it can quite fairly be said, as it is by Mr. Davies, that the right of occupancy was admitted by the Zemindars in the North-Western Provinces, if he means that an intelligent assent was given to its recognition. Mr. Carnegy has certainly shown that, in the 26 villages in which alone, out of 426, any claims to

\* By the term non-proprietary cultivators, the Chief Commissioner must be understood to mean persons occupying land in virtue of proprietary right, ancestral or acquired.

occupancy were made, the Zemindar of one village only contested them. It may well be doubted, however, if they had much opportunity within a period of 10 days, which was all the time allowed for objections to be lodged. But there is another explanation. The Settlement of 1833 created a revolution in the proprietorship of land. Up to that time the Talooqdars, Farmers, &c., whom we found in possession at the cession and conquest, had engaged with Government for the Revenue. At this Settlement they were displaced for the village Zemindars, whom we recognized as proprietors in their room. These men, having received such a benefit from the Government, were in no humour to quarrel with any conditions it imposed. Moreover, they were unable to perceive the consequences of the measure. Much land was lying waste in every district, and in almost every village rents had long been stationary, owing to the want of communication and of enterprise, and the general stagnation of trade; and to ignorant people there seemed no prospect of their rising beyond the rate then fixed. But these conditions have entirely changed. Rents have risen enormously. Little waste land is left, except in the districts lying under the hills. The Zemindars now feel the injury done to them by the restriction of their right to profit from the increased value of land. And the upper classes of landholders in Oudh are well aware of this.

36. The majority, perhaps, of the dispossessed proprietors, as such, are without any beneficial interest in the land; but it must not be assumed that the incorporation of their villages in the Taluquas has been the sole cause of their being reduced to this condition. The vast number of sharers, each in possession of his holding, that we see in the North-Western Provinces, is the result of our elaborate system of Settlement record. During the native rule the leading members of the brotherhood monopolized the profits of management, even when under direct engagements with the State. Of the rest some held seer land, but some were in the position of mere cultivators, and many were absent on service or had emigrated to other districts. Great disgust was expressed at the Settlement of 1856, at the proceedings of the Settlement Officers in recording these these long dispossessed men, who had often been ejected for default, as possessed of a proprietary interest in the village. It follows that these persons, who were dispossessed by their own brethren, or, as was not unfrequently the case, by independent village communities more powerful than their own, can have no ground of complaint against the Talooqdars.

37. The Financial Commissioner is of opinion that those dispossessed proprietors who are subject to equal rates with other cultivators of the same class do not possess any rights of occupancy. If they are of high caste they probably enjoy the advantage of lower rates of rent, in common with most other high caste cultivators, and they may be classed with them.

38. What are called the privileged classes of cultivators, by the Financial Commissioner consist of the high caste dispossessed proprietors above referred to,—remote kinsmen of the Rajpoot Talooqdars, and of the Rajpoot and Brahmin peasantry, and they are known by the general name of "Ushraf" and "Bhulla manus." Mr. Carnegie says that no favour is shown to the majority in respect of rent.\* It is probable that they enjoy less consideration in the east of Oudh, where they are most numerous, than in the west, where cultivators are more in demand; but the Chief Commissioner's own enquiries lead him to believe that high caste cultivators do generally possess these advantages.

39. They owe them to respect for caste, the necessity for employing servants caused by the pride which makes them esteem it derogatory to take the plough in hand, and to the obligation which many of them are under to render feudal service at the call of their landlords. These men, called also Amnecks, formed the "Gohar" or array which was called out on emergencies, and are not to be confounded with the dewalbunds, or regular soldiers, in permanent or temporary employment, who were paid in jagheers or in money, or by a reduction in the rent of their lands. It is clear, however, that the status of high caste cultivators depended on the will of their landlords, and that they were liable to enhancement of rent while still retaining a slight advantage over lower castes and to eviction. The Chief Commissioner retains the opinion expressed in my letter No. 932, dated 26th March 1864, that the Government cannot compel the landlord to maintain privileges granted by himself from favour, deference to caste prejudices, or on the condition of feudal service.

\* Mr. Carnegie has shown that, in a certain number of villages examined by him, out of 117 Brahmin and Rajpoot cultivators, 79 paid full rents.

40. Mr. Tucker strongly pleads the cause of the *clansmen*. He does not mention Rajpoots not of the Talooqdars' clan, or Brahmins who cannot be clansmen, as there are no old Brahmin heads of houses in Oudh. It must therefore be presumed that he does not think they deserve consideration. It is not quite clear to whom he refers by the term Clansmen; whether he means to confine it to the relations and kinsmen who are termed Bhayas, and to whom alone Captain Thompson applies it, or to include in it all Rajpoots of the same race as the Talooqdar on whose estate they live. The number of the former will be comparatively limited, for the Chief Commissioner thinks it will be found that after four or five generations the ties of consanguinity or common descent became relaxed, and the Bhayas sank into clansmen enjoying the advantages of the privileged high caste cultivators above described. It would be impossible to fix the point at which one class merged into the other.

41. Having treated already of the high caste cultivators, it is to these Bhayas that the Chief Commissioner will now refer. Some of them will be secured in underproprietary rights; others will be supported, as they have hitherto been, by the Talooqdar. But many who were the paid retainers and servants of the Talooqdar, and enjoyed personal allowances in land or money, have no doubt suffered much from the change of Government; whether to the extent Mr. Tucker describes, the Chief Commissioner is unable to say. Mr. Tucker, therefore, wishes that the provisions of Circular No. 79 of 1859, paras. 3 and 4, by which Brahmin and Rajpoot cultivators who had held for 20 years at lower rates solely on account of caste and favour were exempted from increased rent for the term of summary Settlement, be maintained in favour of the Clansmen (by which term the Chief Commissioner will assume that Bhayas only are meant), the Talooqdars being allowed an equitable abatement on the Government demand.

42. This measure was based solely on political considerations, and adopted mainly at the pressing instance of Mr. Tucker, who represented that these classes would become dangerous to the public tranquillity, if suddenly deprived of their former indulgences. The Chief Commissioner believes, however, that the measure was unnecessary, and that from custom, old association, and respect for caste, the Talooqdars would have left all favoured cultivators in enjoyment of their privileges. He has caused enquiries to be made whether this rule had ever been enforced, for he believes this was rarely the case. No objection was made to it by the Talooqdars at the time.

43. The Chief Commissioner certainly thinks that no case is made out for continuing its benefits to all Brahmin and Rajpoot cultivators who have held at light rates, for the reason already assigned.

44. As regards the "Bhayas," the Chief Commissioner would observe that, if the principle be admitted that the Government is bound to come to the relief of sufferers by political changes, a far stronger appeal could be made in behalf of the respectable Mahomedan families of Lucknow and other towns, who, by the removal of the Court, and the loss of employment in the families of the wealthy nobles, and in the service of the State, have been reduced to a pitiable state of distress. This class cannot turn to agriculture for subsistence.

45. The Financial Commissioner refers in para. 26 to the description of the cultivators of lower castes, Chupperbund and Paekasht, in Mr. Capper's Report, as applicable to the class elsewhere. But the Chief Commissioner must demur to one statement, *viz.*, that the former pay generally lower rents than the latter. He has always heard that the reverse is the case, for the obvious reasons that cultivators must be attracted from other villages by favourable terms, and because they get the worst land and cannot manure. The replies of the Settlement Officers of Fyzabad, Purtabgurh, Seetapore, Oonao, and Roy Bareilly, to whom the Chief Commissioner has written demi-officially on this point, confirm his assertion. The point is only worth noticing because the Chief Commissioner has referred to it as evidence that residence and length of occupancy do not give a claim to light rents.

46. The opinion expressed in para. 28 of Financial Commissioner's Report, that "the understanding on which a resident cultivator takes up his residence in the village is that he shall be at liberty to plough the same fields as long as he pays the rent demanded," does not appear to be the invariable rule. Mr. Capper, who is referred to as the authority for this class, says he is entirely at the will of the landlord, and speaks of his cultivating the same or *different* fields. He also remarks in para. 9 of his letter No. 58, dated the 26th May, "he (the Chupperbund) would not prepare the field



field for a new year, save after having acquired the Zemindar's consent."\*\* It seems clear that the landlords often used their discretion to change the tenant's fields. The Chief Commissioner expects it will be found that the exceptional instances in which the Zemindars forego the right of ejectment, noticed in para. 10 of Mr. Capper's Report, are under-proprietary tenures.

47. There can be no doubt that, as stated by the Financial Commissioner in para. 38. of his Report, the Talooqdars were in a strong position in Oudh, owing to the weakness of the Native Government. The Talooqdars who had forts and numerous retainers were very lightly assessed, because the Government was not able to enforce payment of higher demands. But the Chief Commissioner does not think this circumstance gave them a stronger position against the Ryots than in the North-Western Provinces.

48. The Talooqdars were by no means always in direct relations with the Ryots, but rather with the intermediate proprietors and lessees; and there is nothing in the Reports of the Settlement Officers to lead to the conclusion that there was any difference in the condition of the Ryots in the Zemindaree and the Talooqdaree Villages. The power of the petty proprietor of 200 acres was as complete over his Ryots as that of the Talooqdar, and all right is equally disclaimed by the Ryots holding under either party. It cannot be too often impressed on attention that this is a question in which not Talooqdars alone, but all proprietors, great or small, are concerned. Indeed, Talooqdars would be proportionately less injured by the establishment of rights of occupancy than petty proprietors. Wherever an intermediate interest exists, and the possessor obtains a sub-settlement, the Talooqdar is unconcerned in the question, but the small proprietor wants the land for his own support and that of his relations. The Chief Commissioner has seen it stated that in some parts of the North-Western Provinces occupancy rights have reduced the Zemindars to great straits, and their relations are obliged to seek a vagrant subsistence as *Pai-kasht* cultivators in other villages, instead of the cultivators having to find employment elsewhere. These occupancy cultivators are said to be elbowing out the Zemindars.

49. For the sake of convenience and clearness, the Chief Commissioner will remark on each of the conclusions to which the Financial Commissioner has come, noticing at the same time the arguments on which they are based, as set forth in other parts of his letter.

Conclusion 1.—In the first, the Chief Commissioner entirely concurs. Indeed it is worthy of notice that the few cultivators who have come forward to claim occupancy rights give as their sole reason that the British rule confers such rights, and own they had not them under the

Native Government.

Conclusion 2.—So he does in the second, with the exception of the words "at present." The issue fixed by the Secretary of State is, did occupancy rights exist at annexation or not? As the Financial Commissioner has proved that they did not, they can no more be registered at a future time than at present.

Conclusion 3.—In regard to the third, copy of my letter to Financial Commissioner is subjoined.

That individuals claiming a right of occupancy should nevertheless be admitted to a hearing before the Settlement Officer in the regular way.

That, although not contested by the Ryots themselves, it is by no means certain that the Zemindar had a legal right to oust an Asamee paying Revenue to the Native Government.

Conclusion 4.—The Chief Commissioner hardly knows what is meant by the expression a "Ryot paying Revenue to the Native Government." When a Ryot is in this position, no Zemindar or Talooqdar is in question. The Government is the proprietor, and there is no one between it and the Ryot. Perhaps it may be designed to indicate that it is from the rent paid by the Ryot that the Government Revenue is derived. The landlord's right of ejecting the Ryot at pleasure, without rendering account to any one, is not disputed by any official or Ryot, and it has always been exercised. It is to be presumed that the owner of property has a right to do what he pleases with it, unless an opposite party can prove an adverse interest in it, and, as no one has attempted to do this, the legality of the right need not be called in question.

\* Numerous cultivators say the same thing.

Conclusion 5.—The Chief Commissioner admits that it was the custom seldom to

That, according to custom, the Zemindars rarely ejected cultivators who held their fields commonly, so long as they paid the rent demanded.

evict cultivators. This custom was dictated by self-interest and common sense as well as good feeling. Why, indeed, should landholders seek to get rid of tenants who will pay the full rent for which the land can be let? In Oudh there was so much waste land that the cultivator would always be welcomed on another estate. No landlord therefore would wish to get rid of his Ryots. He was perhaps more dependent on them than they on him.\*

Conclusion 6.—The Financial Commissioner's Conclusions 6 to 9 run into one another

That the rent was regulated by custom, the terms of which, wherever grain payments are made, can be easily ascertained in the locality concerned.

That wherever rent is paid in money, it was originally fixed as the equivalent of the grain payments previously made for the same lands.

That when rent was enhanced by the Zemindars, it was generally raised in proportion to the capacity of the land, and in accordance with the amount paid for similar land in the neighbourhood, and that most frequently the rents of all the cultivators in the same village were raised at the same time.

That competition was almost unknown.

so much that it is nearly impossible to consider them apart. The Chief Commissioner will assume that the 6th refers only to cases when payments are made in grain, though in his 39th para. the the Financial Commissioner has extended it to money rents,—a point which the Chief Commissioner will hereafter notice. Mr. Harington, Assistant Settlement Officer, Durriabad, describing a portion of that district where rents are paid in kind, says that half produce is the customary rate, and wherever grain rents prevail, it may be said that half the produce is the highest rent taken, and that more could not profitably be paid, as Mr. Harington admits. The custom, therefore, only amounts to taking the highest rent, and so far produces the same result as competition.

But corn rents are a small and daily diminishing portion of the rental of Upper India. They prevail only where the population is scanty and the cultivation inferior, and they invariably give place to money rents as the country grows in prosperity. It follows that all customs which relate to these grain rents are essentially transitory, and that to perpetuate them would be to arrest the natural course of progress.

Conclusion 7.—That the standard of commutation was, at the outset, the equivalent

That wherever rent is paid in money it was originally fixed as the equivalent of the grain payments previously made for the same lands.

of the payments in grain for the crops then grown, is very probable, though the Chief Commissioner has heard the position denied, and is not prepared to give it unqualified assent. But admitting the statement to hold good as regards the Durriabad, or even other districts, it seems to the Chief Commissioner most improbable that money rents should long continue to be regulated on the proportion of half produce. Indeed the Financial Commissioner does not advance the proposition, though Mr. Harington seemingly does. But the Chief Commissioner can perceive no reference to this rule in the summary suit cases of this district, in which rent was enhanced. Money rents amounting to half produce would, the Chief Commissioner imagines, where the best staples are grown, be a high rate of rent, such as is probably not often reached.

Conclusion 8.—With regard to Conclusion 8, it is not easy to see on what other

That when rent was enhanced by the Zemindars, it was generally raised in proportion to the capacity of the land, and in accordance with the amount paid for similar land in the neighbourhood, and that most frequently the rents of all the cultivators in the same village were raised at the same time.

principle than the capabilities of the soil the rent could be raised. It would be useless for the landlord to demand a higher rent than the capabilities of the land, i.e., its productive powers, would warrant, for no one would give it. This appears to the Chief Commissioner to be no more than saying that the land lets for what it is supposed to be worth, and what can be obtained for it. The conclusion drawn from this circumstance in the 49th para.† of the Financial Commissioner's letter, seems to the Chief Commissioner a strained one. The right of the Zemindar to demand what rent he pleased for his land is proved to have existed, but, in common with the owner of every other kind of property, he was obliged to limit his demand to what he could get for it.

That rent was raised in accordance with the amount paid for similar land in the neighbourhood was no doubt generally the case. The preliminary step in raising rents

\* He would, however, take the land from them to put in his own Seer (land farmed by himself), or to plant a grove, or for any other purpose for which he might require it.

† Extract, para. 49. "The evidence is strongly corroborative of the conclusion to be derived also from the custom generally prevailing, that the Zemindar's right to enhance the rent was strictly limited by the capability of the land, and practically by the rates paid for adjoining or neighbouring fields of similar quality. It is clear also that the refusal to hold at the rates paid for similar fields is always to be allowed to the occupant cultivator."

would be to bring them up to the level of the rates paid for neighbouring lands. There would necessarily be inequality in rents between different estates and even villages. Some landlords in India, as in England, let their land higher than others. But unless rents are to remain for ever at that point, the Chief Commissioner does not see that any restriction is hereby placed on the right of the landlord to enhance. An additional demand of Revenue by the State would be generally met by raising the rents all round; but there is ample evidence that the rents of particular holdings were also raised whenever the landlord could get more for them than the occupant was paying.

The Chief Commissioner admits that it was the practice for the landlord to give the cultivator in occupation, provided he had no cause for being dissatisfied with him, the refusal at the enhanced rates demanded, or offered by others; because the landlord could have no wish to turn out an old tenant who would pay him as much as he could get from any one else. The landlord's right to do what he pleased with his land cannot be said to be limited, by reason of his not having exercised it in a senseless way, and to his own injury. The preference given to an old tenant at the rent demanded is no more than the consideration that any tradesman would, if he had the opportunity, show to an old customer.

Conclusion 9.—From the Financial Commissioner's 9th Conclusion the Chief Commissioner must express his dissent. Although there may not be <sup>That competition was almost unknown.</sup> general competition throughout a district, there is local competition, and competition within the village. The large rents paid by the gardening classes (Kachees and Muraos) for land near cities and large villages, and the fact that the inlying lands of a village let for higher rents than the more distant, indicate that there is rivalry for them. We see new cultivators constantly settled in villages, and many of these men must have been forced by competition to quit their native villages.

Mr. Harington attaches much weight to the testimony of Tujummul Hossein and Furzund Alee, the former a very intelligent Talooqdar, and the latter a respectable landholder of his district; and these gentlemen, the Chief Commissioner observes, aver that competition is common. Indeed, they as well as others give it a name, "Churhaooparee;" and they explain it to mean that if an offer were made of Rs. 12 for land paying Rs. 8, they would allow the present occupant the option of holding at the higher rate. They add that no cultivator would bid more than he thought would be the equivalent of half produce, which may be readily conceded. Of course in a thinly peopled country competition must be slack. As the same Zemindar, Furzund Alee, says in another place (Case XII.), "Competition is common enough, but not just hereabouts where cultivators are few."

Referring now to the cases taken from the Durriabad Summary Suit Files, where we have actual facts and not mere supposititious cases to deal with, the Chief Commissioner finds several clear examples of competition where no reference is made to custom. In the case marked XII. A., a Brahmin was paying Rs. 10, for some land; a gardener (Murao) offered Rs. 18, and it was given to him on the Brahmin's refusing to hold at the increased rates. This, observes Mr. Harington, though at first sight it looks like competition, is not so; because the land would return much more to the Murao than to the Brahmin. The basis on which both sums were calculated was the value of the produce of the field. To the Brahmin it would be 20, to the gardener 36. Thus, according to Mr. Harington, there can be no such thing as competition, unless it is ruinous. In another case (XVIII. B.) A held a field on Rs. 5, B offered Rs. 8, and, on A's refusal, obtained it. "There," says Mr. Harington, "competition is limited to the amount B thought the field worth, and I will answer for it that, in his mind, Rs. 8 was the equivalent of half produce." Case XV. C., A held at Rs. 8, B offered Rs. 12, A then agreed to pay that sum. Mr. Harington here remarks, "The land must have yielded Rs. 24 gross produce, or B would not have offered Rs. 12." Granting Mr. Harington's assumption to be correct, it does not alter the fact that there was competition in these cases.

In case No. 4 also, the Canoongoe deposed as a fact that it was usual to give the old cultivator the refusal at the highest *bona fide* bid. This is a distinct admission of competition. Furzund Alee says,\* too, "If a cultivator offered to commute grain rent for money, or if a higher than the existing money rent were offered, in either case I should accept if the present occupant declined similar terms. Such was custom." Indeed, the cultivators are almost unanimous in saying that, if the landlord asked, or any one offered a higher rent than they thought they could pay, they must of course leave the land.

\* Case No. 12.

Mr. Harington, to whose abilities the Chief Commissioner has borne frequent testimony, is deeply imbued with the views of Mr. J. S. Mill, and, having accepted his doctrine that competition is limited by custom, and custom has a tendency to become a right, he reasons up to it, and finds an argument for his preconceived opinions in facts quite opposed to them. Acts suggested by the most obvious self-interest and by common sense, are by him set down to fixed custom. No other Settlement Officer asserts the doctrine of custom regulating rents; while Captain MacAndrew says cultivators have never appealed to any standard or custom by which their rents may be fixed. The reason he gives for the rents having remained stationary in some villages is that they had already reached the full value of the land, and numerous cultivators say the same thing. Under such circumstances rent cannot be said to be regulated by custom, nor will it remain always at its present limit, for the value of land must rise.

Conclusion 10.—The Chief Commissioner agrees in the conclusion, though he takes exception to the words “according to custom” if any restriction on the landholder’s right is implied by them.

That, in the sparsely populated districts where cultivators are in demand, whether any right of occupancy is acknowledged or not, they are in no danger of being ejected, or their rents of being raised, otherwise than according to custom.

That, in the populous districts where rents are already taken in money, and will be raised after the Settlement, there is some reason to fear that distress and ejection may be caused.

Conclusion 11.—It is possible that the increase of population out of proportion to the land from which its subsistence is drawn may lead to distress; but the true remedy for this state of things, and one which the Chief Commissioner has always contemplated, lies in emigration to the Mohumdee and Trans-Gogra Districts, which would support at least a million more of inhabitants. When we find numbers of the agricultural classes proceeding from Oudh as emigrants to the Colonies and Assam, it is surely not a hard fate to be obliged to remove from one part of the Province to another; but if secured in the occupation of their fields at beneficial rates, their multiplication, beyond the means of subsistence will not be retarded, while their reluctance to adopt the only remedy will be strengthened. Ultimately they must adopt it, for though we may protect them against their landlords (not that the Chief Commissioner means to imply that any such protection is needed), we cannot protect them from the consequences of an increase of their numbers. The Chief Commissioner believes that the possessors of petty freeholds, which at one time were very numerous in Ireland, have been obliged to emigrate like the rest of the peasantry.

Conclusion 12.—If the Rajpoot and Brahmin cultivators are compelled to drop caste prejudices, and take the plough in hand like the inferior castes, and pay the same rents, the Chief Commissioner does not see that their fate will deserve commiseration. But the change will be

That two classes may be affected,—the high caste cultivators who pay comparatively low rents, and the ordinary cultivators.

That much will depend on whether rents are according to custom as heretofore, or by competition.

That the force of custom is so strong that it is not impossible that, for some years to come, competition may not be introduced.

slowly brought about,—the prestige of caste is still so powerful.

Conclusions 13 and 14.—The Chief Commissioner has disputed the correctness of the conclusion that rents are raised according to custom, and not by competition.

Conclusion 15.—The Financial Commissioner draws a gloomy picture of what he

That if competition should be introduced, the effect must be injurious to the moral and material condition of the peasantry.

conceives will be the effects of competition, and in support of this view quotes the opinions of celebrated political economists. The Chief Commissioner will not enter into speculations in the field of political economy. He will merely observe that he does not share the apprehensions of the Financial Commissioner, for he thinks it is shown by the evidence not only that competition exists, but also that the cultivators are perfectly well aware of their own interests, and are prepared to take their labour to a better market if the landlord’s demands should become exorbitant. As the Chief Commissioner has before had occasion to remark, there is great want of cultivators in many districts in Oudh. The oppressions of the Government officials, and civil wars, had accustomed the Oudh cultivators of the lower castes to emigrate from one estate to another. A large proportion of the labourers employed in excavating the Ganges Canal consisted of natives of Oudh. The Chief Commissioner is therefore disposed to think that a very long period must elapse before the evils apprehended by the Financial Commissioner from the increase of population can be felt in any part of Oudh, even if the landlords prove as blind to their interests as the Financial Commissioner anticipates.

In his 53d paragraph the Financial Commissioner has justly remarked that the Sale law would avert the very improbable contingencies of the landlord systematically depopulating his estate. It may be added that the same consideration, the certainty of losing his property if he fails to meet his obligations for Revenue to Government, would deter him from rack-renting his tenantry to such a degree as to diminish his Rent Roll and deteriorate his estate.

Conclusion 16.—The Chief Commissioner cannot concur in this conclusion, nor in

That the proper preventive or remedy for such an evil would appear to be legalization of the existing beneficial customs, for which the introduction of Act. X. of 1859 would suffice.

the arguments by which it is supported in para. 52.

In the first place Act X. could not be introduced without infringing the terms of the Sunnuds, since it has been established that occupancy rights did not exist in Oudh. On this point it is enough to refer to para. 11 of the Minute of the Hon'ble Mr. Maine. Mr. King's remarks, in which the Financial Commissioner expresses his general concurrence in para. 52 of his letter, are based on erroneous premises. That gentleman says the Sunnuds guarantee the Talooqdars the rights they enjoyed at annexation, that the *status quo* shall be preserved, and things remain always as at that time; that this is an impossible guarantee, and as it must be broken in some condition, so it may be in many. Now the Sunnuds do not give any such guarantee. They grant the Talooqdars their estates as a free gift of the British Government, subject to certain specific conditions therein detailed.

Nor can it be said that this Act, which creates an absolute title of hereditary occupancy after twelve years, will, if introduced into Oudh, merely transmute customs into rights, as the Financial Commissioner in his paragraph 52 observes. For all that can be made out of the evidence elicited in this enquiry in favour of custom, is that the landlord did not usually exercise his right of eviction without cause. But the law would take this right away from him altogether, and give the cultivators a new right opposed to custom, that of occupying the land against the will of the landlord.

50. The Chief Commissioner has examined very attentively the papers submitted by Mr. Harington, because it seems to be mainly on his investigations and reports that the Financial Commissioner has based the four conclusions above referred to, and formed the opinions to a like effect expressed in paragraphs 39 and 49 of his Report. Indeed the Chief Commissioner is especially referred to Mr. Harington's enquiries in the first-mentioned paragraph. It is unsafe to generalize from a single district, much more so from a corner of a district where population is scanty and cultivation poor, to which Mr. Harington's personal enquiries were confined, whereas other Officers extended them over several Tehseels. But the Chief Commissioner has already given his reasons for thinking that the state of things disclosed in the papers sent up by Mr. Harington does not warrant the conclusion drawn from it in regard to that district, even much less to the whole of Oudh.

51. The impression left on the Chief Commissioner's mind, after a careful consideration of the Financial Commissioner's Report, is that, having first proved that there are no rights of occupancy, and thus decided the issue fixed by the Secretary of State, he next endeavours to shew that custom has created something like them, with the view apparently of opening a way for legislative interference at some future time. The Chief Commissioner has before remarked that a fair use is not made of the word Custom, when the most natural action, the motives for which must exist in every age and in all relations of life, are set down to custom, if by it is meant a usage having the force of authority. A custom that one of the parties can disregard at pleasure, that cannot be enforced by an appeal to the authorities, or to public opinion, cannot have prescriptive force. The only custom the Chief Commissioner can discover from these Reports, as regulating the relations of landlord and tenant, was the will of the former restrained in its exercise by a sense of his own interests, and his dependence on the cultivators of the soil, of which the latter were perfectly well aware. This relation was not a custom having a tendency to become a right on the part of the tenant, but a bond of mutual dependence which must long continue to subsist between the parties.

52. In para. 39 of his Report, the Financial Commissioner first says that the amount of rents was regulated by custom, not by competition; and almost immediately afterwards, that they are regulated by mutual agreement. Now, mutual agreement and contract are convertible terms, and rents determined by contract are the very reverse of rents determined from custom.\* The two statements, therefore, do not seem to agree.

\* This seems agreeable to Mr. Maine's definition, *vide* his Minute.



The Chief Commissioner, however, fully accepts the position that the rent was fixed by mutual agreement; but he does not perceive how the circumstance makes the occupant cultivators of Oudh (whom the Financial Commissioner has, in para. 38, likened to serfs and villeins, who do not even pretend that they have acquired any interest in the land beyond the control of the Zemindars,) resemble certain Roman Colonists, who could not be separated from the land, and whose rent could not be arbitrarily raised. Such persons must have possessed prescriptive rights.

53. The Chief Commissioner hopes he may be allowed to notice a misapprehension into which Sir F. Currie has fallen, in the following passage in his published Minute, para. 9: "Settlement Officers could not even admit the assertion of such a claim, and "the only other persons vested with administrative jurisdiction in Revenue matters, "except the Commissioner of Settlements and Chief Commissioner, from whom the "orders emanated, were the Talooqdars themselves."

Now, petty proprietors and Village Communities are under engagements for more than one-third of the Land Revenue of Oudh. The Talooqdars who possess revenue powers are only forty-seven in number; and during the last official year, 1863-4, they disposed of only 1,221 summary suits out of 18,598.\* The rest were heard and decided in the District Courts. And though the Chief Commissioner admits that it is probable the great majority of the litigants were under-proprietors and Talooqdars, or co-sharers in independent villages,—that, in fact, under-proprietary claims under laid, if they did not form, the ground of most of the suits,—yet, in a good number, mere cultivators must have been concerned.

54. Captain Perkins, it will be noticed, says in his Report that the practice of the Revenue Courts has tended to teach old cultivators that they cannot be ousted; and though they thank God for the boon, they do not think the right exists independently of the pleasure of the Government. Mr. King says that some idea of cultivating rights has grown up from the practice of the Courts, since annexation.

This interference was unavoidable, for in the uncertainty as to the real position of any one, that results from the absence of a record of proprietary and under-proprietary-rights, and in the desire to protect the possessor or claimant of such rights, it was thought the safest course to maintain the *status quo* of parties till regular settlement. Hence mere cultivators may have often been maintained in possession against the will of the landlords.

Besides, the Chief Commissioner had not, until the date of his letter of March last, come decidedly to the conclusion that no rights of occupancy of any kind existed, and that all non-proprietary cultivators were tenants-at-will. The Chief Commissioner had not, up to that time, been able to divest himself of the impression, derived from his Revenue training in the North-Western Provinces (as explained in that letter), that there was a right of occupancy at market rates, and these, when not agreed upon by the parties, must be determined by the Courts. Besides the Courts must be open to hear suits for arrears of rent, and exaction of more than the amount agreed on between landholders and tenants-at-will.

Since, however, the enquiry has established the Chief Commissioner's position that non-proprietary cultivators in Oudh possess no rights of occupancy, he reverts to the proposal made in 26th paragraph of my letter No. 932, dated 26th March 1864, that the jurisdiction of the Summary Suit Courts, at the instance of tenants-at-will, should be confined to complaints of illegal distraint, breach of contract, or of ouster in the middle of the agricultural year. But, for the reasons above explained, *viz.*, the impossibility of distinguishing between a tenant-at-will and a claimant or possessor of proprietary rights, in the absence of the Settlement Record of Rights, the Chief Commissioner would confine the operation of the rule to those districts or parts of them in which the Settlement Record had been completed, unless indeed the petitioner states unreservedly that he has no proprietary rights. If he claims a cultivating right of occupancy, he can be referred to the Settlement Court to establish it.

The tenant-at-will will still reap one great benefit from British rule, and the one that he sets most value on—the certainty of not being forced to pay more rent than he has agreed for. In paragraph 28 of my letter No. 932, dated 26th March 1864, it was pointed out that it was not by demanding an excessive rent at the commencement of the year (for, rather than agree to such a rate, the cultivator would have thrown up the

\* Mr. Capper says, in para. 10 of his letter No. 878, that out of 100 summary suit cases sent for from District Courts, in seven only is the title acquired by cultivation the point at issue.

land), but by exacting from him more than the amount originally fixed, that he was subjected to oppression.

55. In the Government letter No. 284, of 30th September 1864, para. 20, it was stated that the Talooqdaree tenure of Oudh is identical with the Zemindaree of Bengal. If this means that the Talooqdars generally were of the same class and origin as the Zemindars with whom the Permanent Settlement was made, according to the generally received account of the latter, which represents them as Farmers general, or Revenue Agents of the Mahomedan Government, having no proprietary connection with the land (though the Chief Commissioner entertains some doubt of the correctness of the description), the Chief Commissioner would beg to be allowed to correct this impression. The great majority of the Hindoo Talooqdars of Oudh are the heads of houses whose ancestors acquired their possessions by colonization and conquest between the years 1200 and 1300 A.D. The first settlers\* were fugitives from the Mahomedan invasion of Upper India, and from them descend all the great families in eastern Oudh. The latter settlers formed with their followers part of Mahomedan armies sent to reduce the Province. Oudh was then half waste, and inhabited by Bhurs, Arrucks and Taroos, who are believed by European writers to have been aboriginal races. These were subjugated so effectually that no trace of the two former is to be found, except among the very lowest classes of the population.† The Taroos have retired into the forests underneath and within the hills. No independent proprietorship therefore can now be traced prior to the Rajpoot occupation.

Each clan was under a head, in whom all authority and proprietorship were vested; but the clans became divided into houses, the heads of which are the present Talooqdars. There was much sub-division among the younger branches, and Village Communities were thus formed; but the rule of the Guddec or Primogeniture, which subsequently grew up, was a check on further sub-division, and eventually the descendants of the younger branches and the Village Communities were by force or consent re-united under the head of the house, who also increased his possessions by the incorporation of villages held by other castes and Rajpoots of other tribes. Sometimes the sub-division went on until the clans broke up entirely into Village Communities, as in the Oonao and Lucknow Districts, in which there are few or no Rajpoot Talooqdars left.‡ It will thus be seen that among Rajpoots, the Talooqdaree tenure, or proprietorship of a single head, is older than the village tenure.

This description, the Chief Commissioner believes, is generally applicable to nearly all the Rajpoot Talooqdars, who form by far the larger proportion of the class. Some few of the Mahomedan Talooqdars are Rajpoot converts, and in everything but religion retain their Hindoo customs.

The ancestors of some of the Mahomedan Talooqdars were Officers in the Royal Armies, who received grants of land on the conquest of the country. Some, however, came from the Provinces under the Jounpore dynasty, which ceased to reign about the middle of the 16th century. The Chief Commissioner knows of three bankers or capitalists only in Oudh who have become Talooqdars. Several Talooqdars have acquired position and estates as Government officials, such as Nazims and Chukladars, but they are comparatively few in number. The Chief Commissioner cannot, at this moment, recollect above twenty who owe their possessions to official position or Court favour. Indeed it is remarkable how little desirous Court favourites seem to have been to get land.

56. The Chief Commissioner has been induced to make what may seem a digression, because he has observed in the Minute of Captain Eastwick an extract § from a Despatch

\* Two great tribes only of Rajpoots, Bisens and Baises, are said to have settled prior to the 13th century, under the protection of the Rahtore Dynasty of Kanouj to whom all Oudh was nominally subject.

† In para. 23. of Azimghurh Report, Thomason says of the Bhurs, "I do not know a single instance of their possessing proprietary right."

‡ The more powerful clans, whether under Talooqdars or in Independent Communities, often preyed on the weaker. This was particularly the case in the Fyzabad District.

§ "Some had received titles from the Kings of Oudh for services rendered or by Court favour. Some few are the representatives of ancient families. But the majority are men distinguished neither by birth, good service, nor connection with the soil; who, having held office under the Native Government as Nazims (*i. e.* Governors), or Chukladars (*i. e.* Collectors of Government rents), or having farmed the revenues of extensive tracts, had taken advantage of the weakness of the Native Government, and its indifference to all considerations of justice, so long as it received revenue; had abused the authority confided to them by that Government; and, by means of deeds of sale, sometimes extorted by violence, sometimes obtained by fraud, had become the nominal proprietors and the actual possessors of the villages which formed what they called their Talookas or Estates."

of Lord Canning's, which he had never seen before, and which is calculated to disparage the Talooqdars in public estimation. Lord Canning, at the time this was written (April 1858), might well be in entire ignorance of the true character and history of the Oudh Talooqdars, and had probably derived his idea of them from Officers of the North-Western Provinces prejudiced by early training against the class. The Chief Commissioner has not attempted to give more than a general idea of the origin and rise of the Talooqdars of Oudh; but it is sufficient to show that Mr. Thomason's definition of a Talooqdar, as a middleman put in to collect the Revenue, does not at all apply to the class in Oudh. This error has been well exposed by the author of the Chronicles of Oonao.

57. In para. 3 of the Governor General's Minute of June 20th, 1864, it is stated that, of the 23,522 villages into which the soil of Oudh is divided, 22,658 were settled with Talooqdars at the Summary Settlement of 1858-59. The Chief Commissioner may perhaps be permitted to point out that the figures above quoted, viz. 23,522, represent not the whole number of villages in Oudh, but only the number in Talooquas at annexation. Of these, 22,658 were retained by the Talooqdars. The total number of villages in Oudh, as shown by the Returns of Village Police, is 34,493; the land, therefore, is not so entirely held by Talooqdars as seems to be supposed. The Chief Commissioner has already stated that petty proprietors and Village Communities are under engagements for more than one-third of the Land Revenue.

In conclusion, the Chief Commissioner will only say that he quite agrees with the Financial Commissioner, that the investigation has been most fully and fairly made.

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From R. H. DAVIES, Esq. Financial Commissioner, Oudh, to the Secretary to the Chief Commissioner, Oudh,—(No. 1293, dated Lucknow, the 19th June 1865).

I HAVE NOW the honour to report, for the information of the Chief Commissioner, the result of the judicial investigation as to the existence of rights of cultivation and occupancy ordered by the Government of India.

2. The inquiry has been confined to the districts under Settlement, viz., Oonao, Durriabad, Rai Bareilly, Pertabgurh, Sooltanpore, Fyzabad, Seetapore and Hurdui.

Districts in which the enquiry has been made.

3. I will, in the first place, state in the language of the several Settlement Officers, the general conclusions at which each has arrived:—

“I have thus examined every class of person in the district likely to afford information; and every one of them allow that, according to native usage and custom, there is no such thing as tenant right. The evidence shows that scarcely a man ever held the same land any length of time, holding and rent always changing; that, so far from a tenant who had improved the land by building a pukka well being allowed to enjoy the fruits of his improvement, the mere fact of his having means to make improvement was sufficient reason for an immediate and large increase in his rental; and, as far as I can learn, with the exception of some of the Oonao Kachees, who were left in peace because no one else would or could pay so high a rent, I do not think there is a family, who have built a pukka well, who are now in possession of the land for improvement of which the well was built. I think it right, in this Memorandum, to record my opinion, founded on the evidence collected in course of this investigation, that, in the Nawabee, tenant rights of any sort or description were unknown. Though I have laid myself out to hear all claims, and to search out for those likely to have such rights, I have been unable to find any. Even those claimants who came forward to sue were unable to point out any one whose right had ever been recognized under the native rule, or any evidence of the existence of such a custom; and if there were such, it is hardly to be supposed there would not, at some time or another, have been disputes, and some decision given either by a village Panchayat or Government officials. But, though orders of Government officials are found in existence regarding other rights, none are found regarding tenant rights; and though every one, landlords and all, allow that Shunkullupdars, not at present recognized by us, have right to retain their holdings, no one will allow that a cultivator ever became aught but a mere tenant-at-will.”



"I am convinced that the term 'Mourousee Kashtkar' (hereditary cultivator) is unknown in this part of Oudh as applicable to a class, and that no rights are acquired as against the Zemindar by the mere fact of cultivating. Between a Chupperbund 'resident,' and 'Paheekasht' 'non-resident' cultivator, there is so much difference that the non-resident has absolutely no rights, save those derived from the terms of his lease, whilst the Chupperbund has certain advantages and privileges."

Lucknow (Mr. W. C. Capper). "With regard to the specific objects of investigation, it may be said that, in each and every village, and by each and every cultivator, the absolute right of the landlord was freely and fully acknowledged."

Durriabad (Mr. Harington). "However the occupancy had originated, however continuous it had been, whether the landlord's right of eviction had or had not been exercised, in whatever manner the rent and revenue had been collected, and whether or not its amount had varied, only one answer was elicited:—

"It was, that the right of the landlord to oust his tenant, or to raise the rent, was, as a right, absolute. It is a right which no cultivator would question, and on which every landlord would insist."

"Upon this point there can, I believe, be no real doubt. The more extended the enquiry, the more uniform will be the result."

"There is, however, another phase of the question, which is of equal importance, and which demands an equally searching enquiry:—

"The landlord's right to and in the soil is absolute. He has the right, as he has the power, to enhance his rent, or to oust his tenant."

"Has he an equally absolute control over the distribution of the *produce*? Is there no practical limit to the exercise of his right?"

"Can the custom of the country be disregarded by him? or does not usage fix the limits within which his rents shall be raised, and the conditions under which his tenant shall be evicted?"

"Are we to look to caprice, to competition, or to custom, as determining the position of the cultivator, and the adjustment of his rent?"

"These, as I venture to think, are the questions which we have to answer, and throughout the enquiry I have endeavoured to keep them steadily in view."

"So far as the annexed facts will warrant, only one conclusion is justified."

"It is that, at least in the portion of the district examined, custom does exercise an enormous influence; that competition exists only to a most limited extent; and that usage regulates, in a remarkable degree, the exercise of the landlord's powers, both as to ousting tenants and to adjusting rents."

"Landlords and cultivators were unanimous in saying that of the gross produce of the soil one half is due to the landlord, the other to the cultivator."

"In a large number of cases, as will be detailed below, the landlord's portion is about two-fifths, the tenant taking three-fifths as his share."

"It was agreed on all sides that on this understanding rents are adjusted, money payments substituted for payments in kind, and competition limited."

"It will be observed that we have not only failed to discover the existence of such tenures during the King's time, but that the people do not even claim them. The only idea they have on the subject being, that they have a sort of right to cultivate their holdings so long as they pay the rent which may be demanded. All do not even say this, and they acknowledge that the landlords could oust them nevertheless."

Rai Bareilly (Captain Mac-Andrew). "In no case have they appealed to any standard or custom by which their rents may be either fixed permanently or temporarily, as fair and equitable. It is true that in some villages both holdings and rents have remained uniform for many years. This is not, however, alleged to be a right, but simply because the rents had reached the full value of the lands. In one of those villages, Mouzah Moosapore, Purgunnah Surainee, a custom is described by the cultivators as prevailing, which appears to me a regular attempt, on the part of the landlord, to ascertain the value of his land, by open competition in the market."

"The villages have been selected from each of the four Tahsils, and comprise Talooqdaree villages, both pukka and kutchah, and of the three kinds, viz., Talooqdar's hereditary villages, 'pergunnah,' as they call them; villages which have been acquired by the Talooqdars, called 'Talooqua;' and villages which have been given them rent free as nankar deductions from their kabulyuts in the King's time. Coparcenary villages, both zemindaree and putteedaree, are to be found in the list."

to turn out any cultivator whom he pleased. But, for various reasons, into which it is not necessary to enter, he did not find it to be his interest to turn out many, and large numbers were left in peaceful possession.

"Up to this point the evidence is so clear as to leave no room for discussion. The difficulty begins with the question, Does such occupancy create a right by prescription adverse to the landlord?

"I am of opinion that it does not; because the right of the landlord to evict was notoriously an incident and condition of the cultivator's tenure, thoroughly well known and admitted by the general voice of the cultivating community; and I hold it to be impossible that a right of occupancy could grow up by prescription and extinguish the landlord's right to evict. Turning to the evidence, I find it everywhere admitted no such prescriptive right was known among the people, and that the landlord's right to eject remained alive, and was acknowledged by the whole cultivating community.

"But, it may be argued, this right of the landlord was a usurpation of authority. Might became Right; the right of the tenant was dormant, suppressed by the superior power of the landlord. The obvious answer is, that, whether the power of the landlord was rightful or wrongful, he had been in possession of it from time immemorial, and it was his by prescriptive right. It may be deplorable that so much power should have fallen into the hands of one who was sometimes little fitted to exercise it; but we have to do here with what was, not what ought to have been.

"In corroboration of the view I have taken, I may point to the unanimous testimony of the cultivators themselves, to the absence of all claims to rights of occupancy, and to the fact that such claims never alone formed the subject of litigation under native rule.

"I am inclined to doubt, indeed, whether the condition of the agricultural community under that Government admitted of the existence of a right of cultivating occupancy. Even those who advocate the creation of such rights most thoroughly, regard the measure as one of protection to the ancient cultivator against some later time when the population shall have increased, and the land shall be all occupied, and all competition shall become a powerful source of danger. In such times, doubtless, the privilege to cultivate a certain portion of the soil will assume large dimensions as a right. But such a state of things did not exist, and was indeed impossible under the Native Government; and the right to cultivate, in the sense in which we know it now, had not grown up. In those days, the competition was among the landlords for possession of the cultivators, not among the cultivators for possession of land. Within my own recollection landlords have applied to me for permission to bring back cultivators by force who have left their holdings; and the cultivators' difficulty not unfrequently was, not how to remain in possession, but how to abandon it. Land was abundant, and far in excess of the wants of the population. A cultivator could find a holding in almost any estate to which he might take his labour; and if rents were raised above what usage found as fair, he did not hesitate to adopt this remedy.

"Under such a state of things the privilege of cultivating a particular field was not in itself a thing of material value; hence that alone never formed the basis of a dispute or litigation, and when the tenant opposed the landlord's right to eject him, it was always on some grounds other than his right to cultivate.

"It has, I know, been contended on behalf of the cultivator that it is unequal justice to admit the force of prescription as regards the landlord's power to eject, and to deny the same force to the tenant's long possession.

"The rights of those tenants are only under discussion who have occupied for long periods, and therefore by the premises the landlord has never exercised the power of ejection, while, on the other hand, the tenant *has* exercised the privilege of possession. How then, it is said, can the sanction of prescription with justice be claimed for the landlord's right to eject which he *did not* exercise, and be denied to the tenant's occupancy which he *did* enjoy?

"The answer is, that it is not necessary for the existence of a right that it be exercised, provided it be acknowledged, and that the occupancy of land by a tenant cannot be abstracted from the incidents and features which characterize and qualify it. The power of the landlord to eject is admitted by the general voice of the community to have had a real existence, and to have been acknowledged by the tenantry themselves; and the same authority declares that the possession of a tenant was qualified by the condition that the landlord could eject at his pleasure. Prescription can do no more and no less for the landlord than for the tenant. It can only perpetuate the state of things which actually existed, and that the landlord enjoyed the power of ejection, and that this was a condition

a condition of the tenants' occupancy acknowledged by themselves, are matters almost beyond dispute.

"That rights expire by lapse of time if they are not exercised, and that rights of occupancy can grow up irrespectively of the conditions of the tenure, are arguments which hardly require refutation. The State has many valuable servants of high position and long standing, among whom dismissal from office is a thing almost unknown. But the right of the State to dismiss them is a feature in their tenure of office, and so long as this is acknowledged by the public voice, although the right may not be exercised, prescription is powerless against it. So also, by the law of England, possession by a tenant is adverse to the landlord only if there be *acknowledgment* of his position. The *exercise* of a landlord's rights is not necessary to keep them alive.

"In fine, then, it may be stated that the cultivators, whose claims are under discussion, have no rights other than those created by prescription; the right of the landlord to eject rests precisely upon the same foundation, and the sanction of prescription cannot, with equal justice, be accorded to the one and withheld from the other."

"In accordance with the Financial Commissioner's instructions, I instituted enquiries on the spot in twenty-five Mouzahs, the results of which I recorded, and which I have now the honour to submit. One tenant alone came forward on his own motion and claimed to hold at fixed rates; Luchmun Pandè of Jurha, a Mouzah in the Utwa Manor, belonging to Thakoor Bharut Singh. He failed to establish his claim as laid. His period of occupancy was not a lengthened one, and, besides, it was proved he had paid at different rates. In the other villages I had to send for the old cultivators, and enquire from them myself the various incidents of their tenures.

"My investigations on the nature of tenant rights extend over three of the four Tehseels of this district, viz., Bilgram, Sundeela, and Hurdui.

"After careful deliberation and examination, I am of opinion that such tenant rights as are contemplated in Book Circular No. 2, of October 1864, do undoubtedly exist, and that these tenures are still distinctly traceable in this district, and I believe the investigations I have made fully corroborate what I state.

"To render this report clear, I shall classify the tenants whose rents I consider should continue to be fixed under three heads, viz.,—*first*, descendants of ex-proprietors, and ex-proprietors of lands who either sold them conditionally or lost them in the Nawabee, either by force or fraud, or by both; *second*, high caste cultivators, Brahmins and Rajpoots, the latter being generally of the same 'Got' or subdivision of the clan as the Talooqdar under whom they hold at lower rates than paid by 'Soodras'; *third*, those low caste Soodras, Chupperbund Asamees, who, for generations, have held 'Jots' at fixed unvarying rates, and whose fields have never been changed. I will take them up in order, and give my reasons for stating why I consider their rents should remain as they are at present.

"First for review come the descendants of ex-proprietors, or ex-proprietors of lands who either sold them conditionally or lost them by force or fraud, or by both. It is a fact thoroughly established, that frequently when a proprietor sold a village or a part of a village under the King's rule, he was, as part and parcel of the bargain of the Deed of Sale, entitled to retain a few beegahs, either absolutely rent free, or under a light rate, so that he might have the wherewithal to live. In the Fyzabad District this tenure is prevalent, and is called 'Dihdaree'; and, oftener than the other way, the 'Dihdaree' Asamee paid a light rate.

"Such an Asamee holding at a light rate must clearly be allowed to do so till he again alienates the little interest he still has in the land, because he reserved this much from sale: in short, it was part of the bargain. Until he parts with his interest in the soil, (the difference between his light rate, say at 12 annas, and 1 rupee 4 annas the market rate,) he cannot be brought down to the position of a cultivator-at-will. Even if the village has changed hands since he sold  $\frac{2}{3}$ ths of it, the new proprietor cannot justly disturb him. So, in like manner, with descendants of the old proprietary body, who, in times of anarchy, lost their villages by force or fraud, retaining a few beegahs of 'Seer,' as they would still term it, either free or at light rates (and more often at light rates than free); they surely can claim justly not to be reduced now by us to the positions of tenants-at-will. For even in the wild tumultuous days of misrule, prior to annexation, the unscrupulous violent lawless Talooqdar, and the just as unscrupulous and more cruel powerful Rajpoot proprietary body, say the Rajkoomars of Dostpore in Fyzabad, did not take everything from a weak neighbour unable to resist them. They had a little compassion still in their breasts, albeit not much; why then should it be left to the English Government to crush out the little remaining to such men, as must

6. It is necessary to explain that one important class of Ryots, namely, the descendants of former village Zemindars, still retaining some beneficial interest in their holdings, are protected by the Oudh rules. It is provided that where they omit to bring forward their claims spontaneously, lists of such tenures shall be brought before the Settlement Officer, who then summons the parties interested; and wherever the ex-Zemindar proves a beneficial interest, decrees to him as "under proprietor" a transferable and heritable right in his holding, which is recorded in the village papers.

Thus, if A. can prove that he holds a certain number of beegahs at lower rates in virtue of former proprietary right, he and his heirs will henceforth hold at those rates for ever.

7. The protection of the rights of this class of ex-proprietors constitutes a principal distinction between the Permanent Settlement in Bengal and that now in progress in Oudh.

These rights were not protected at the Permanent Settlement of Bengal.

8. There seems at first to have been some doubt as to the transferable nature of the tenure secured to ex-proprietors holding rent free or at low rates; but in practice this has been conceded. They are placed very much in the position of Meerasidars in Bombay and Madras; and it may be mentioned, in extenuation of the desire of the Talooqdars to get rid of the class, that it is equally avowed by the Governments of these Presidencies. In an economical point of view, it seems decidedly advantageous to facilitate the transfer of their tenures on fair terms, and they are not generally amongst the best cultivators.

Tenure made transferable. See para. 8, Circular 19 of 1861.

9. It has been made a special point of enquiry whether this same class, when subjected to equal rates with other cultivators, retain a right of occupancy. The following passages from the Report of the Settlement Officer of Fyzabad show that this right has not been established:—

Question as to whether any right of hereditary right of occupancy remains to the class, when all beneficial interest has been lost.

"Instances have been found of the descendants of former Zemindars living in the village, and supporting themselves by agriculture or by service. They either pay full rates like ordinary cultivators, or they are shown just the same amount of favour by reason of caste that is enjoyed by any other high caste cultivator who may happen to be so privileged in the village.

"In Mouzah Bukra Julalpore, the Oojaineah Rajpoots were the former Zemindars, and some of them are now found to be mere cultivators. They alleged a right to be maintained in possession of their fields so long as they continued to pay 'a fair rent,' but the existence of no right has been established. On the contrary, it has been elicited:—(1) that they had the same favour in rates, by virtue of high caste, as other non-proprietary high caste cultivators, and no more; and (2) that their rents were raised precisely in the same manner as those of the other respectable residents. Moreover, it was established,—(3) that some of these ex-proprietary cultivators had, of their own voluntary action, *relinquished* portions of the lands that they had long held at the favoured rates alluded to, instead of *transferring* them for a valuable consideration, which they would have done had vested interests been involved; and also (4) that the Talooqdar had the power, and had exercised it, of curtailing when he liked some of these favoured holdings. Lastly, it was shown (5) that when such a cultivator died, his land was not divided by his representatives according to ancestral share (as is the invariable rule when rights of any kind in landed property are inherited), but according to the means of individual heirs to carry on the cultivation, as mutually determined between such heirs and the proprietor of the village. And all these five positions are alike obnoxious to the existence of any tenant right of occupancy.

Case of Oojaineah Rajpoots in the Fyzabad District in proof of the negative.

"Again, Mouzah Kullianpore is one of the parent villages of the once powerful Sukurwar Clan of Rajpoots; and members of the ex-proprietary community remained in the service of the Talooqdar as armed retainers till annexation, obtaining a remission of the rent of their cultivation in lieu of wages. Since that time some of these men have been dismissed, their services no longer being required; and their land has been assessed at full market rates. One man has died, and his cultivation has been resumed by the proprietor.

"These ex-proprietary cultivators allege that, when their property was originally taken into the Talooqua, they applied for a 'Jeewunbirt' tenure for their support, but it was not allowed. Those of the community who chose to accept service obtained it; and in lieu of wages, land was assigned to them, in some instances, in one of the villages of their ancestral

ancestral property, and in other instances in villages with which they had no former concern. The present enquiry has satisfactorily established that there is no direct connexion between these service tenures, as we found them existing, and the last proprietary status of the holders; because (1) the acceptance of service of these persons was not in all cases simultaneous with the incorporation of the village in the Talooqua, members of the family having joined the service at various subsequent periods, when it suited their convenience to do so; (2) the service tenures were not given with any reference to the relative former position or extent of shares of the different ex-coparceners in the village; and (3), the members of the community alone who accepted the service, individually derived the benefit of the land assigned in lieu of wages, and their former co-sharers who held aloof did not participate in any way therein. These three positions are alike obnoxious to the existence of any right of occupancy, and, as a matter of fact, a majority of the holders who were examined eventually, admitted in Court that they held their service lands at the sole will and pleasure of the proprietor.

"In all other villages the ex-proprietary cultivators, without exception, admitted that they owed their positions to the favour of the landlord of the day; and the enquiry has established beyond a doubt that there was no difference whatever between the status of these men, and that of the ordinary non-proprietary cultivator."

10. As regards the existence of a right of occupancy, otherwise derived than from former proprietorship, I conceive that the Reports of the Settlement Officers leave no room for doubt, and that it is proved that previous to annexation no such *right* was or could be successfully asserted by a cultivator against his Zemindar.

Evidence conclusive against a right of occupancy adverse to the landowner, as regards cultivators not ex-propriators.

11. The following reasons support this view:—

Reasons in support of this conclusion. (1.) The almost unanimous disavowal of rights by cultivators. (2.) The unanimous denial of the proprietors, both Talooqdars and village Zemindars.

(3.) The evidence to the contrary of the Cannoongoes and other well-informed persons.

(4.) The entire absence of contention or litigation on the subject between the parties during the native rule.

12. The cultivators have had the fullest opportunity, in all the districts in which the enquiry has been made, of stating their claims. Their depositions have been taken down by the Settlement Officers themselves, and no trouble has been spared to induce them to speak out. I myself have also frequently, when alone, questioned them in their fields and at their wells, but always with the same result.

Full opportunity allowed to the cultivators of making their claims.

13. Having found it impossible to avoid the conclusion that generally the class has no interest in the soil adverse to that of the Zemindar, and having received no appeals, I have abstained from interfering judicially with decisions recorded by the Settlement Officers against them.

Decisions against cultivators not disturbed by the Financial Commissioner.

14. The investigation has nevertheless most clearly shown that if the right of eviction remained with the Zemindar, it was rarely, if ever, exercised; and that according to custom a cultivator generally kept his fields so long as he was able to pay the rent demanded. And there can be no question but that thousands of the Oudh cultivators would, under the procedure followed in the Settlement of the North-Western Provinces, have been recorded as hereditary cultivators.

Evidence as to custom of long occupancy of fields.

15. The subjoined extract from Mr. Harington's Report on the Durriabad District gives a clear account of the privileged class of cultivators, and of the causes of their holding at low rates.

Privileged class of cultivators in the Durriabad District.

Their privilege consists in what is called "Koor."

"This usually consists of an allowance of one and a half kutcha punseries; i.e. of seven and half kutcha seers in the kutcha maund of forty seers; as a rule it entitles the recipient to pay, as rent, the equivalent of two-fifths instead of half the gross produce.

"It is granted in the first place to a large class known under the general term '*Amneik*.' These are generally high caste men, such as Brahmins or Rajpoots, &c., and it is a point of honour with them to cultivate on these terms or none.

"Large numbers of them were at no distant period actual liege men or retainers. All had a Tulwar ready at their landlord's call.



"I do not think that the privilege was generally granted as a mere acknowledgment to the claims of caste. It seems to have been granted rather as an equivalent for advantages, real or expected, in return.

"The 'Amneik' was not only master of a stout sword and a ready arm. His oxen were more and stronger, his supply of manure larger, and his means of cultivation better than those of an ordinary Ryot. He was too a *better payer*.

"The real origin of the privilege of Koor is this—

"It is properly the allowance, if not the only wages, of the Hulwaha or ploughman, with whom every 'Amneik' is supplied.

"To plough with his own hands would be to the 'Amneik' an indelible disgrace. All menial work must be performed by the Hulwaha.

"The latter is a prædial serf, if not an actual slave.

"There exists in full force in these parts the wretched system known as 'Sawuk,' by which, on a petty loan of Rs. 10 or Rs. 20, the Hulwaha will bind himself and his heirs as serfs to his security (Malzamin), until principal and interest at 24 to 37½ per cent. per annum have, to the last farthing, been repaid.

"Again, 'Koor' is often the inducement held out to Koormes, and skilful cultivators, whom it is an object to settle in a deserted spot. It is the usual perquisite of the *Mukuddum*, of the man who undertakes estimation of the crops (Kunkoot), or who in any other way does extra work (Kar-obari) for the landlord.

"It is not given to an Asamee, merely because he is *Kudeem* and is not, necessarily, an hereditary privilege.

"The above principles are not confined to payments in kind. To a great extent they regulate money payments also.

"In changing the *Buttaee* for the *Jummaee* system, the money rate will, if practicable, be that of neighbouring fields.

"If this be impracticable, because in them also *Buttaee* prevails, the new rent will be adjusted on the last three or five years' average of the produce, and its average price in the bazaar.

"In this adjustment the privileges of the Amneik are invariably maintained, the allowance of Koor is commuted, and the amount of the rent is calculated accordingly."

16. The "Koor" allowance seems to be of the same nature as the "*Chaharums*" and "*Inams*" in the Punjab, which were also allowed by Kardars to cultivators on various considerations.

17. The remarks of the Settlement Officer of Seetapore are to the same effect.

"*The relatives of the proprietor in possession, commonly called Bhayahs, or Clansmen.*

Privileged classes of cultivators in the Seetapore District. These are of two kinds:—those who in any form or degree participate in the profit and loss of the parent estate, or who hold rent-free land, or draw any emoluments from the land which may be held by the custom of the country to represent a proprietary right, and those who merely cultivate on favourable rates. With the latter alone have we any concern at present.

"The social position of the Clansmen, as related to the head of the estate, always commanded for them more favourable terms than those enjoyed by ordinary cultivators, but not more advantageous than those held by some other favoured classes. The ties of interest and of relationship and caste bound the landlord and his Clansmen tenants together. The landlord derived much of his strength from the loyalty and numbers of these followers. Hence he could afford to give, and did give, favourable terms to those of his Clansmen who settled upon his estate, and rendered him the usual services required by their position.

"On the other hand, the Clansmen very naturally cling to the parent estate, accepting the position in it which the custom of the country assigned to them. They had two strong holds upon the landlord. He could ill afford to dispense with their services and support, and he feared that some influential member of the Clan might, if discontented, intrigue to oust him from the position of the landlord, by obtaining the settlement of the estate. Hence they were very seldom removed from their holdings, and ordinarily occupied the same lands for generations together. It is to be noted, however, that, if ejected, they could usually obtain precisely the same terms in a new estate as they had enjoyed on the old one.

"*Cultivators of the superior castes (Shureef), who rendered military service to the landlord, commonly called 'Amneik.'* The position of these men upon the estate was similar to that of the Bhayahs, but had a different origin. The power of the landlord to resist the exactions of the Government, or the encroachment of rival landholders, was limited

limited by the number of retainers of the fighting castes which he could bring into the field; and a fair number of them was essential to his very existence. Hence such persons were allowed to cultivate land on easy terms, and the impossibility of dispensing with their services rendered the landlord most unwilling to eject them. Usage fixed their emoluments, and they could obtain the same terms from any landlord who employed them."

18. The position of the high caste or privileged cultivators in the Fyzabad District, In the Fyzabad District. seems to be somewhat less advantageous.

"The well known distinction of high caste (*Ashraf*) and low caste (*Arzal*) cultivators is found to exist, and favour is shown to the former (*viz.*, Brahmins, Chuttees and Kaets) in their rents. But custom in this respect varies in almost every village; and in the majority of instances no such consideration is shown. It is a noteworthy fact that where this favour is shown, prescription or length of occupancy has nothing to do with the matter, because the *Ashraf* cultivator who has occupied his land for a few weeks only is found to be on precisely equal terms in this respect with the man who has cultivated his fields for several lives. It is the fact of residing in the village that is the great desideratum with the Zemindar, as implying certainty that the field will not only be cultivated, but to some extent manured, against the uncertainty and the absence of manure, that are the distinguishing features of the non-resident cultivator.

"The consideration, where it exists, is shown in two different ways:—

"First, by a reduction in the rent of so much per beegah of land.

"Second, by a reduction of so much per rupee of rent.

"The amount of this reduction varies in every village, but in each village all the recipients of the favour enjoy it in like proportion.

"In amount, the deduction ranges from a maximum of six annas to a minimum of nine pie in the rupee.

"It must not be imagined that this favour in rent used to give any immunity from enhancement, for, in the great majority of cases, it has been found that the favoured rates were raised in precisely the same proportion as the others, and in a few instances only was favour to a slight extent shown in the amount of enhancement. Where favour was shown in the rent on the beegah principle, enhancement affected the recipient in precisely the same proportion as it did the ordinary cultivator; but where it was shewn in the rupee of rent, then the recipient gained a further advantage in the calculation. For instance, A. (the full payer) rents his field at Rs. 4, and B. (the favoured payer) his, at Rs. 3-12. An enhancement is made of an anna per rupee in the rents of all resident cultivators, and it affects the field of A. to the extent of four annas, and of B. of three annas and nine pie only. So that B. having all along benefited by one reduction of four annas, derives the further benefit of a second reduction of three pie."

19. The same class of cultivators in the Lucknow district are thus described—

"The 'Amneik' class, consisting of resident connections of the Zemindars, not having a share in the village, of dispossessed Zemindars of other villages, retired Government servants, Brahmins, and Rajpoots, or even Kaets of good families, the bankers and chief shop-keepers, may or may not cultivate. If they do, as they have to employ ploughmen, the Zemindar receives less from them than from other Chuppurbunds, but I can find no trace of a right to hold at a fixed rate against the Zemindar's wish. On occasions we find that they have shared with the Zemindars the loss of bad seasons or oppressing officials, and have acquired a title in respect to an actual holding which we recognize now as proprietary. But their status depended on the will of the Zemindar, whose friends, personal companions, advisers, spiritual guides or trusty henchmen, they generally were; and, as far as their fields were concerned, it would be optional with an incoming Zemindar, on transfer of the estate, to recognize them or not. Their status was different from other Chuppurbunds, but this was the result of their birth, education, military service, or other social standing, and in no way resulted from or depended on their cultivating. And their parallel is found in England, when the landowner prefers to let his farms to gentlemen by birth and education, at a less rate than that offered by the ordinary tenant farmer in order that he and his family may have the advantage of their companionship. As a matter of fact, they did not pay service and fees, chiefly because, had they been exacted, he (*sic*) would have refused to cultivate. But the Zemindar seldom gives him very good fields, and there is no fixed rate or reduction as compared with that payable by others. Nor is even the allowance for the ploughman fixed, the term Koor, mentioned by the Assistant Settlement Officer of Durriabad, being unknown here. These men, however, have frequently a transferable title in the plantations and houses which they occupy,

occupy, and in large villages where they congregate, their proprietary title in these is indisputable, but (*sic*) seldom disputed. In the smaller villages, however, the ultimate title of the Zemindar is still enforced."

20. In the Baiswarra Division the beneficial tenure enjoyed by Rajpoots and Brahmins commonly consists of groves of trees held rent-free, and of which they enjoy the usufruct during their tenure as cultivators, and can generally mortgage.

21. Similar reasons as those already alleged are given for their being favoured, such as caste, social position, the circumstance of their not ploughing with their own hands, of having to keep ploughmen, and of their women not working. The position of the high caste cultivators in all parts was somewhat analogous to that of tenants who held in the early time of the feudal system by *free*, as contrasted with *base* services, when feuds were still of right, neither hereditary, nor alienable. We find that the same class as village landholders often prefer pretensions against Government; and though these are not professedly admitted, yet, from similar circumstances to those already indicated, they are seldom able to pay revenue equally with the humbler and more industrious tribes. I observe that the Madras Government, brought into direct dealings with privileged Ryots, resist their claims to favourable rates. Thus, in the Settlement of the Guntoor Tanna, it was an avowed object to "regulate *unequal* and *partial* rates." This system was presumed to excite some opposition. "The new rates (it was predicted) will naturally meet with the determined opposition of all the leading inhabitants, who will probably not only refuse to cultivate themselves, but will incite those within the sphere of their influence to follow their example."\* I anticipate that this is not a very incorrect description of what would occur, were a Talooqdar to make any unusual addition to the rents of the "Amneiks," though it has been clearly proved that their rents have been raised proportionately with those of other tenants without resistance on their part.

22. That during the recent inquiries, the members of the class, bold and comparatively intelligent as they must be admitted to be, and practically enjoying, as they generally do, a beneficial interest in the soil, should, as a body, have abstained from asserting any right of occupancy, is certainly strong evidence that they had no recognized rights under the Native Government. It is true that the very fact of their being as yet in undisturbed possession of their fields indisposes them to come forward; but it would be giving too much weight to this circumstance to conclude, that if the right were clear, it would not be asserted, at all events, out of Court. Had they seriously preferred a claim, it might possibly have been argued in their behalf, that, as a class whom he dared not offend and had not ejected, their possession was adverse to the Zemindar, being matured by long prescription. But in the absence of any such claim on their part, and of any evidence of their antagonistic right, there seems to be no room for the interposition of the Courts in their favour. Under the arrangements of the Settlement of 1858, Brahmin and Rajpoot cultivators who were proved to have held for twenty years at reduced rates were exempted from increase of rent for the term of the Settlement or during their lifetime. It does not appear that the assent of the Talooqdars was given to this rule, or that they have in any-way objected to it.

23. The condition of this class is much depressed since annexation. Mr. St. George Tucker, Commissioner of Khyrabad, in a note appended, states as follows:—"Knowing, as I do, the misery of the Clansmen, especially in Southern Oudh, I am surprised at the patience with which they have borne their misfortunes. Thousands of families have lost part of their means of subsistence by the non-employment of some of their Members as servants of Government, or servants of Native Noblemen, and others. The wages of ploughmen to assist them in cultivating have risen, and they have now the prospect of an unknown rise in the demands of the Talooqdar. No one should be surprised if crime should increase after the Regular Settlement."

24. Mr. Tucker advocates their present rents being maintained for their lives, the Talooqdars being allowed by Government an equivalent abatement in their revenue. I would recommend consideration of this proposal when the general question has been disposed of.

\* Mr. W. Elliot's Report on the Survey and Assessment of the Guntoor Tanna, 1845.



25. Cultivators of the lower castes are generally divided into Chupperbund (Resident) The privileged cultivators. and Paheekasht (Non-Resident).

26. The description given by the Settlement Officer of Lucknow is applicable to the class elsewhere.  
As found in the Luck-  
now District.

"In this district cultivators are known only as *Chupperbund* or Residents, and *Paheekasht* or Non-Residents. In the large majority of villages there is no distinction known between the Chupperbund of three generations and the one of three months, save that from the latter security might be taken, whilst none would be required from the former. Chupperbund Asamees have naturally privileges as against the Paheekashts. The thatching grass, trees on boundaries between fields, and jungle wood, are generally at their disposal, and the rents exacted are generally, *cæteris paribus*, lower than those paid by Paheekasht; and one great reason for this last privilege is, that though, to the great loss of the land, manure is allowed to be removed from the village and sold for fuel, yet a cultivator is not allowed to remove manure from his own village for agricultural purposes in another, and consequently a Paheekasht rapidly destroys the productive power of the field, which a Chupperbund, by manuring, perpetually renews. Hence, it is clear that Chupperbunds may have privileges as compared with Paheekashts, without acquiring any right as against the village proprietor. But does a Chupperbund, by cultivating either the same or different fields in one village continuously for two or more generations, acquire thereby privileges in excess of those engaged by other Chupperbunds, and which can be maintained against the lord? Originally, all must have settled by the will of the lord, and, in the absence of any formal agreement, must have been tenants-at-will, and in fact they were *villeins*. The tendency, however, under the Native Government, was not for them, as a class, to acquire rights as against the lord, but to reduce them to the condition of serfs. Under the late Native Government, the Zemindar or farmer of the time constantly complains that such a cultivator has absconded, and the officials of other districts are called on officially to arrest him, and make him over to his master. And indeed now, among the Village Community, to refuse to cultivate is looked upon more generally as an offence against the State, than the majority of the sections against which the Penal Code is directed."

27. Further particulars are given in Mr. Capper's second Report.

"For the lower caste of Chupperbund cultivators, if located in a new hamlet, the Zemindar generally provides ready built huts. Should he not do so, or should the new comer settle in an existing village, the Zemindar provides the (Phoola) tank grass and (Putwar) thatching with the (Thoonee and Burendee) different jungle wood requisite for the roof, whilst the new comer builds the mud walls, receiving from the Zemindar one and a quarter maunds of grain for every habitable house ten feet long. This house remains the property of the cultivator as long as he resides or cultivates. Should he leave, it lapses to the Zemindar. During his tenancy he is entitled to the wood and grasses requisite for repairs, and is, on application, allowed the wood necessary for ploughs and other agricultural implements. On first settling he will probably receive a somewhat favourable lease for two or three years, but at the expiration of its term, on or about the 18th Jeth, he is at the discretion of the Zemindar; and unless he pay the rent demanded by the Zemindar, he must vacate. It is true that it was the interest of the Zemindar not to disturb a cultivator, as they ran the risk of good and bad seasons, and prevented the village running to waste; and so, in case of difference as to rents, arbitration was occasionally resorted to, but the ultimate decision rested with the Zemindar; and, save so far as from year to year, or for longer periods, he might covenant with the cultivator, the latter has no right of occupancy, nor would he prepare the field for a new year, save after having acquired the Zemindar's consent.

"These Chupperbunds recognize their Zemindar by service and fees generally.

"They plough for the Zemindar with their own ploughs and oxen, when summoned, for one working day in Asar or Sawun, and for one in Kartik.

"At the birth or marriage of a son he (*sic*) pays one offering (Seeda) of grain (be it rice, atta, dâl, and any or all grains,) twenty-five village seers in weight, and one rupee in cash.

"At the marriage of a daughter he sees that the bridegroom's party pay one prepared pân and pice.

"Of his crop, he pays at the time of cutting, towards watchmen's fees (a Poola) five village seers of the crop, and an additional fee (Phâtà) of one village seer in the maund; one bundle of (Boosa) chaff, and of the (HOLA) gram husk, and of the (Oombee) wheat husk, five village seers.

"Or, should he pay rent in kind, the Zemindar takes five seers for each field, and five village seers in each maund.

"If he grow sugar cane, on the 11th Kartik, at the Dittryonah festival, he pays one pot (Ghurra) of the fresh juice; and besides this, he pays ten village seers of the (Ráb) treacle from each press, and two and a half village seers of the first batch of partly crystallized sugar (Goor); and for every 450 village maunds of treacle the Zemindar receives from the purchaser Rupees 52. He further furnishes, when called on, one man's load of (Kirbee) fodder.

"The Choomar pays annually a pair of shoes; the shepherd, a blanket; the Pasee half the fish and shrimps which he catches in the tanks; the Kahar, one or two maunds of the waternut; the Sweetmeat-seller, who makes (Khooah) hot and sweet preparations of milk, pays one seer; and in the Hoolee, the pân-growers offer one (Dhalee) basket of 200 pieces.

"But of any right to occupy after the expiry of their lease, contrary to the wish of the Zemindar, I can find no trace. The old residents (Kudeem) will often have small plantations, and leave to plant often proves a successful bait for the (Nau-a-bad) new resident, but their retaining these plantations is contingent on their residence. Should they leave, the trees fall to the Zemindar. Should, at any time, the trees be cut, the ground reverts to him also."

28. It is to be gathered from the reports that, as a fact, there are numerous tenants of both classes in most villages who have held the same fields, and not unfrequently at unchanged rates, for several generations; and that the understanding on which a Chupperbund or resident cultivator takes up his abode in a village is, that he shall be at liberty to plough the same fields so long as he pays the rent demanded. This is in particular deposed to by all the Canoongoes of Fyzabad. The abstract right of eviction, universally acknowledged to belong to the Zemindar, was, in practice, rarely exercised; and, perhaps, by large landholders only when fields were withdrawn from several cultivators, in order to make a holding for a new one. In coparcenary estates it is easily conceivable that, as the proprietary body multiplied, they would gradually require for themselves the land held by the cultivators. But, speaking generally, the usage is for the cultivator to continue to cultivate the same land, it being a more frequent occurrence for him to desert than to be turned out. Yet it will be seen from Mr. Capper's Report, para. 10, that exceptional instances have been brought to light in which the Zemindars themselves forego the right of ejection.

Customary for resident cultivators to retain their fields so long as they pay the rent demanded.

29. Under the native rule, the great object of the Zemindar was to keep his resident cultivators, and it is so still wherever the population is thin. The productiveness of the land in a country where water is obtained without much expense from *Kutch*a wells or tanks is in proportion to the quantity of manure available; and this depends on the number of residents in the village, for the *Paheekashits* are not allowed to bring away manure from their own villages. On highly manured land, the cultivators may be multiplied until its subdivisions became very minute, and still remain able to subsist and pay their rent. As the Zemindar rarely himself expends capital on the land, and aggregated human labour is almost the sole means of efficient production, it is long his interest to retain and increase his resident cultivators.

Interest of the landowner to keep the cultivators on the land up to a certain point in the present state of agriculture.

30. This being so, it is not surprising that so many cultivators are found in possession of the same fields from generation to generation. Still, where the revenue demands of the Native Government are pressed too far, we see, as in the Oonao District, frequent desertion and interchange of fields.

Changes of occupancy consequent on over-assessment.

31. It remains to offer some explanation why the rights, so freely recorded by the Settlement Officers, and admitted by the proprietors of the North-Western Provinces, are disputed and denied in Oudh. I think it will be conceded without controversy that the status of cultivators in Oudh, as it has just been exhibited, is substantially identical with that of cultivators in the North-Western Provinces, during the progress of the Settlements in 1822 and 1833.

Explanation why occupancy rights, admitted in the North-Western Provinces, are disputed in Oudh.

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32. This is very clearly shown in the Reports of Messrs. Carnegy and Harington, appended. The facts are the same, and similarly reported; the divergence consists in the affirmation of the hereditary occupancy as a legal right of the cultivator in the North-Western Provinces. Now the present enquiry must, I think, be held to have clearly proved that, ordinarily, length of occupancy had not in Oudh matured into what can be judicially accepted as adverse possession, and that no such plea is set up by the parties most interested. Even in the North-Western Provinces, until Act X. of 1859 was enacted, no period of prescription was recognized by law. Mr. Thomason, in the Settlement Report of Azimgurh, expressed an opinion that a continuous cultivation of twelve years' duration would be recognized by the Civil Courts as conferring a right of occupancy. That there was, however, a considerable difference of theory and practice amongst the several Settlement Officers of the North-Western Provinces is distinctly visible in their printed Reports. From Mr. Carnegy's recent enquiries in the Azimgurh District, it is further perceptible that the twelve years' rule was applied without much discrimination, and often in the absence of any express claim on the part of the cultivator. Mr. Thomason himself also says that the lower castes in Azimgurh neither enjoyed nor claimed any rights. The Settlement Papers of the North-Western Provinces were intended indeed to show only the existing state of possession, and were contestible in the Civil Courts. The precise nature of the hereditary possession of a cultivator was not judicially tested. But in Oudh the practice is to record no rights in the Settlement Papers which are not supported by a decree of Court; hence the possessory tenure of a cultivator must here be analysed and sifted *in limine*. It is evident that the right was admitted in the North-Western Provinces without much investigation in individual cases, and rather in confirmation of the custom obtaining.

33. That some doubts were entertained in those days also, as to the *rights* of cultivators, will be seen from the following quotation from a letter from Messrs. Fane and Tilghman, Members of the Board of Revenue, to Government, dated 24th May 1831:—

“In some of the large Zemindaree estates, there are hereditary Ryots in villages who seem to be connected with the land and the parties to whom they pay rent, as individuals in Putteedaree estates (where there was no superior Zemindar) were with the Government before the enactment of the British Regulations. But we are satisfied a single instance would not be found from the Western extremity of Saharunpore to the Eastern boundary of the Goruckpore District, including perhaps the dominions of the King of Oudh, and not omitting the reserved Delhi territory, of a Zemindaree, Jaghirdaree, Mukurraree, or of any other description of estate held by a superior, in which the rent-payers, of whatever name or character, claim a right to hold land at fixed money rates in perpetuity, or rates limited in the aggregate for the village, and fixed in detail on the Bachh-burar principle. The rule of Buttaee is, we believe, the only rule of limitation known; and that ought, of course, in every case to be ascertained and recorded.”

34. The account given by Sir H. Elliott in the Meerut Report corresponds very nearly with the state of things in Oudh. He says, speaking of Mouroosce cultivators who, by long occupancy, have acquired a prescriptive title of occupancy, “They have only a heritable privilege, if privilege it can be called, while the right of ouster unquestionably rests in the Zemindar. That right, however, is never enforced.”

35. Equally appropriate to Oudh is the account of things in the Bareilly District by Mr. J. W. Conolly. “I was unable to trace anything like right to permanent occupancy at a fixed rent on the part of the Ryots, in either of the Pergunnahs. In Rajpoot estates the brethren of the caste, whether concerned in the management or not, held their fields at lower rates than other Asamees, and retained their tenure on the same terms as long as they chose, or at least as long as the village remained in the hands of their community. In the present Settlement I considered the Asamees, according to the usage of the Pergunnah, tenants-at-will, until they advanced claims to the contrary, and left the distribution of the rents to the Zemindars and themselves, after the Government Jumma had been fixed. Generally speaking, no claims were made.”

36. Similar statements might be quoted from the reports of other Officers, but I think the above sufficiently evince that the occupancy of the Ryot was in no greater degree adverse to the Zemindar than it is in Oudh. This

conclusion agrees with that of the Members of the Revenue Commission, who, in 1818, in forwarding the Reports on the subject of the cultivators of the North-Western Provinces, "gave their opinion that landholders conceive themselves to possess the power of ousting their tenants, although, from the demand for Ryots, it is not frequently exercised."

37. It must, I apprehend, be inferred that the registration of the profession of a right of occupancy by the Ryots of twelve or more years' standing in the North-Western Provinces was rather in pursuance of a deliberate policy, aiming at the preservation of fixity of occupancy founded on the expediency of moderating rents, and justifiable by the increased value given to land by the fiscal measures of the Government than in recognition of claims judicially made good by the Ryots themselves. The object, I think, plainly was to place a large class of the cultivating population in a position to improve their own condition, and with it the agriculture of the country, on the only theory deducible from experience, that "in poor countries, of which the non-agricultural population bears a very small proportion to the husbandmen, it is usually in vain to expect that the additional capital and skill necessary to effect great national improvements in cultivation can be generated any where but on the land itself and among its actual occupiers." (Jones on Rent, p. 160.) This policy was further supported by the opinion generally held concerning the proprietary right of the Zemindars in Bengal; namely, that it was to a certain portion of the gross rent, and to such land only as was under their personal cultivation (Nijjot). There is a difference in the circumstances of Oudh. It may be true that the Mahomedan Government claimed the whole rent, except so much as was assigned to the landholders, large and small, in commutation of all proprietary and administrative rights, but it seems quite certain that many Talooqdars in Oudh, through the weakness of the Government, occupied *de facto* a strong position in relation to the Ryots. It is equally true that the Native Government frequently collected direct from the tenantry of a Talooqdar, but on the whole he made more head against the Government than the Ryot could make against him.

38. The position of the Ryots in relation to the Talooqdars was perhaps weaker in Oudh than in the North-Western Provinces. It was clearly much less strong than that of the cultivators in the Tamil country, where Elphinstone holds their hereditary occupancy to be best established, or of many Jat communities in the Punjab, who enjoyed almost all the profits left by the Native Government, yet had no title except by prescription, the abstract right being vested in some descendant of the decayed proprietary family, who retained nothing but some honorary fee. Instances are common in the Madras territory of the cultivating body subverting and succeeding the ancient proprietors. Such issues were not improbable wherever the Government dealt direct with the proprietary bodies of the higher castes. The whole rent being taken by the Government, the cultivators alone could afford to pay it, and the landowners would gradually be pushed aside. But in Oudh both the encroachments of the tenantry, and the exactions of the Government, were effectually resisted by the Talooqdars. Thus the Koormee communities there stand in much the same relation to the Talooqdars as the Jat or Rayen communities did originally in the Punjab to the old proprietors; but whilst the latter have acquired, by prescription, full proprietary rights, the former, owing to the strongly sustained superiority of the Talooqdar, have in general been completely kept down. It is well known that a majority of the Talooqdars successfully withstood the fiscal exactions of the enfeebled Native Government. Colonel Sleeman (vol. II. page 209) conjectured that "the larger landholders did not pay more than one-third of their net rents to the Government, while some of them did not pay one-fifth or one-tenth." I am inclined to believe that, in estimating their position, this circumstance has not been adequately weighed, and we have been too prone to identify it with the far less beneficial status of the Bengal Zemindars, to whom even our own Government on its accession left only one-tenth of the rent. These Talooqdars exercised irresponsible power within their own domains; and I agree with those Officers who see, in the position of the resident cultivators of the lower castes, a resemblance to that of serfs or villeins. I am aware that these have, in some countries in Europe, gradually acquired a permanent interest in the soil, either by judicial award as in England, by special legislation as lately in Russia, or by concessions of their lords as the Leibeigerers and Meyers of Hanover. But in Oudh they have been less fortunate, and they are not yet bold enough even to pretend that they have acquired any interest in the land beyond the control of the Zemindar.

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39. Whilst, however, it is impracticable to make out for the cultivators any *legal right*, the proceedings under notice fully prove both that they did in Oudh, as in the North-Western Provinces, not only in fact for the most part enjoy an undisturbed tenure so long as they paid their rents, but also that the amount of their rents was regulated by Custom and not by Competition. This beneficial incident springs no doubt from the practice of dividing the produce between the Ryot and Zemindar, a custom which is still generally prevalent in the sparsely-peopled tracts, but is gradually falling into desuetude in South-Eastern Oudh, where money rents are general. But up to this time their amount is still regulated by mutual agreement between the occupant cultivator and the Zemindar. A near parallel to the position of the cultivators is found in that of the Roman "*Coloni partiarii*," by birth attached to the soil, not as day labourers, but as farmers cultivating on their own account a certain extent of soil, and obliged to pay for their enjoyment of it an annual rent, usually in kind, but sometimes as money; not usually subjected to any personal services for the proprietors of the lands they occupied, often called the *Patronus*. They had no actual right in the land, yet, as they could not be separated from it, nor their rent be arbitrarily raised, their tenure was as secure as if they had been proprietors. (Sharon Turner, vol. II. page 581.)

40. My information leads me to the opinion that raising rents by Competition is Rent not exposed to quite exceptional, and I would invite a perusal of Mr. Harington's Competition. accounts of rents in the Durriabad District, and of the mode of their transition from grain to money. It is shown, that so long as produce rents continue, the proportion of the crop payable by the Ryot is well established for different tracts of country, and never exceeded. The maximum is commonly one-half, the Ryot paying a few maunds extra for the Accountant and for Watchmen for the crops. The high caste cultivators would then pay one-third. Even the ploughmen serving them get a fixed wages of seven half seers per maund, but they increase this by theft and by labour performed in the village. Money rents, when first put on, are supposed to be equivalent Illustrations of the to the value of half the produce. The following is the statement of a Customs regulating rents. respectable Lumberdar of four villages in the Durriabad District:—  
 "With regard to ordinary Asamees, our custom is to raise rent or lower them in accordance with the capabilities of the land. Even if an Asamee were *Mouroosee* and had held for generations, we should raise the rent to the capabilities of the soil, and he should be content, but then we should make him some Rupees' allowance for improvements, and we only raise the rents in accordance with the actual capacities for the fields, or the rents of neighbouring ones. But in the Nawabee, when the Amil increased our Jumma, we used to increase the rates of the Asamees. The real proportion is, that half produce should be paid as rent; and on this calculation the money rates are made." So one of the Asamees: "What I mean is, that if the rents of *all* are raised, or *all* are ousted, I am willing to have mine raised or to be ousted. I say that mine *only* cannot be raised; that is to say, that I am willing to pay according to the rates of the village and *Talooqua*, not merely by the rates of one or two neighbouring fields. This we call '*Mend Rit*' (literally, *field custom*)."  
 Mr. Harington observes, "From what I gather from the Canoongoes, I understand that *Mend Rit* was really based on a tacit understanding of Asamees, that if the rent of one was raised *all* should be raised, or *vice versa*, in extremities, all would abscond, and thus leave the landlord at their mercy." He further states, "That landlords and cultivators alike agreed, that while the ultimate right of enhancement of rent and ouster lay with the landlord, yet that the exercise of that right is almost universally limited by Custom, and bears a steady relation to the capabilities of the land and the rates of neighbouring fields." Similarly Mr. Carnegie gives the deposition of a cultivator in the Fyzabad District, agreed to by the Talooqdar: "The Zemindar would never think of ousting us, and renting our lands at our rates to others. If strangers ousted us he should certainly give us the first refusal, and if we declined he might oust us. If an enhancement of rent became necessary, it will be made rateably on all residents alike." Much to the same effect is the statement of the Bisen Zemindars of Mouzah Ramgurrh, given by Mr. King: "No length of tenure secures indulgence; cultivators hold at our will, and pay what rent we like to ask. We never raise rents; if we did, we should, as a matter of fairness, raise them all round. A son usually succeeds his father, and sons may divide the fields of their father as they please; it all depends whether they pay the rent; so long as this is done, what do we care?" Over-assessment had a direct tendency to obliterate any advantages enjoyed by tenants. In the Oonao District (where Mr. Maconochie's enquiry was very complete) (290.)



plete) it is shown that the cultivators constantly absconded, the fields were continually changed, and the rents screwed up as high as possible. The following account is given by a Lumberdar: "Length of occupancy never gave any rights, nor was any attention paid to the length of time land had been held by a cultivator. There was no limit to increase of rent, nor any attention paid to what other cultivators paid for similar fields. The building a pukka well gave no right of occupancy in the fields irrigated from it; the rent was almost immediately increased, and no consideration was ever shown to the cultivator; he was always treated just the same as if no well had been built by him. A relation was always treated just the same as an ordinary cultivator. How could we have paid the exactions of the Chuckladars if we had acted otherwise? Nor was any consideration shown to those of our tenants who came with us to fight, or who accompanied us when we had to fly from the village. It was all we could do to pay what was demanded of us; indeed, we never paid the whole of our Jumma. We escaped, because Chuckladars were always changing, and, when driven to it, we fought. Our neighbours of the same Clan as ourselves assisting us, we could generally collect between 2,000 and 3,000 fighting men, if necessary." This is doubtless an extreme case, and it would be unfair to deduce a rule from so disorganized a district. The estate of possession in the Rai Bareilly District appears to have been much less disturbed. Money rents are common. In one village (Moosapore) it is shown that the Puttas (leases) were annual. When the Puttas were given out, sometimes more was demanded. If the Asamee refused to give it, he left the land, and either it would be given to some one who agreed to pay the new rent, or, if no one came forward, it was given back to the old Asamee at the old rent. In another village (Pahoo) the Talooqdar's Agent states: "The custom had always been to raise the rents according to the quality of the soil. But all were raised at the same time on principle, however little." A cultivator in the same village deposed that, "it was the custom to raise the rents at once rateably. This, however, only applied to those whose rents were low. The rents of those who paid full rates were not raised."

41. It appears to me, that even in the populous districts where money rents prevail, the holdings are as yet very rarely, if ever, exposed to Competition; but I do not doubt, that as the bond between the Talooqdars and their tenants is relaxed, as they stand less in need of their aid and attachment, as their wants become more varied and costly, they will, like landlords in other countries, try to get as much as they can in the shape of rent, and that the tendency therefore is towards Competition. Indeed, it has long been observed, that money rents have the effect of weakening Custom.\* "In surveying the habits of a serf or Metayer country, we are usually able to trace some effects of ancient usage. The number of day's labour performed for the landlord by the serf remains the same from generation to generation in all the Provinces of considerable empires. The Metayer derived his old name of *colonus medietarius*, from taking half the produce. We see still his usual portion throughout large districts containing soils of very different qualities. It is true that this influence of ancient usage does not always protect the tenant from want or oppression; its tendency, however, is decidedly in his favour. But the cottier rents, contracted to be paid in money, must vary in nominal amount with the variations in the price of produce. After change has become habitual, all traces of a rent considered equitable because it is prescriptive are wholly lost, and each bargain is determined by Competition." (Jones on Rents, pp. 139-140.) The truth of these remarks is attested by a comparison of the less and mere populous districts of Oudh.

42. The districts of the Baiswarra Division are densely populated. It is impossible to pass through them without being struck by the frequency of the <sup>Thick population of some districts.</sup> Poorwahs or hamlets, and the multitude of cultivators. There too are signs of excessive labour in the women and children working like bullocks at the wells, and the houses contain little else than a few seers of grain. But although the season was one of scarcity, it did not appear that there was absolute destitution. In their own way the teeming population seemed to be fighting its way through disaster.

43. Such a district must, I imagine, be materially disturbed if rents come to be settled by Competition. Ultimately, a temporary remedy will no doubt be found in emigration to the Trans-Gogra country, where cultivators are much sought after; but there is reason to fear that the excessive attachment of the people to their birth-place would induce them to suffer much misery before leaving; and the gradual reduction of a population to excessive poverty renders them incapable of moving without extraneous assistance.

44. I believe

44. I believe that the doctrine that rents paid by labourers raising their wages from the soil cannot safely be exposed to Competition, as expounded by <sup>Effects of Competition in peasant rents.</sup> Mr. J. S. Mill, is now generally accepted by political economists. It is seen that a rapidly increasing population is soon straitened for food; that they will contend fiercely amongst themselves for the payment of the rent of land, from which alone, in a purely agricultural country, they can extract it; that such contention, whilst nominally and transiently raising rents, must lead to impoverishment and reduce wages; that, with increasing poverty, the secondary wants necessarily diminish, self-respect vanishes, whilst the multiplication of numbers is accelerated; that the end is, to the landlord a shrunken rent-roll and deteriorated property, to the country a degraded and desperate peasantry. It is admitted, on the other hand, that rents paid by capital may safely be left to Competition, that sensitive fund giving timely and early warning of over exaction to the investor. Contending, not for bread, but for the fair interest of his money, he, unlike the starving cultivator, can and will separate from the soil. Whence is suggested an answer to the question often asked, "Why allow competition for grain, and not for the rent of land paid by peasants?" Because competition for grain has no tendency to multiply the number of mouths to be fed; but, by adjusting its price in proportion to the supply, rather puts people on their thrift; whereas competition for rack-rent leases, by encouraging false confidence, by eventually lowering wages, and by minimizing the prudential checks, has a direct tendency to stimulate the increase of population, and, in course of time, to lessen the fund for its support.

45. The prevalence of money rents in some districts of Oudh, and the probability of a departure from the customary partition of the proceeds of agriculture, <sup>Absence of capitalists under a system of arbitrary exaction.</sup> may give rise to some future anxiety. Already the population in some parts presses close on the limits of subsistence, and the general introduction of middle-men trading on rents would hasten disorganization. It is thought by some that self-interest will prevent the landowner from raising his rents too high. But in the competition for allotments, he sees at first only an increase to his resources and pleasures, and it is not until the evil is far advanced that he learns that rent cannot encroach on wages without the ultimate decrease of both. Others await the gradual appearance of capitalists as a consequence of British rule; but I would again refer to past experience, which justifies no such hope, where there is no customary check on the enhancements of rents.

"The French Metayers (prior to the Revolution) had long ceased to be subject to the arbitrary power of the proprietors. Their persons and properties were, with some exceptions, as secure as those of any class in France; yet their condition and the character of their cultivation were at best stationary, and in some districts certainly declining. It was the one great object of the French Economists to substitute, for this class of cultivators, capitalists paying money rents; and the fault of their plans for accomplishing their purpose was this, that instead of recommending measures for the general transformation of the Metayers themselves into capitalists, they founded all their hopes of effecting the change, then thought so all-important, on the removal of the Metayers, and the gradual spread of capitalists from the districts in which they had already established themselves. This was a process which could only have gone on at all under a very favourable state of the market for agricultural produce, and which it will be clear must have taken ages to complete, if we consider the small part of France occupied by capitalists, and the very large proportion of the surface tilled by Metayers. The Metayers were oppressed by taxes more than by rent; the share of the landlord in the produce had never been increased; but the exactions of the Government from the tenant's portion had reduced him to the state of misery which Turgot describes. \* \* \* Convulsions like that which in France destroyed the relations between landlord and tenant, and converted a large portion of the Metayers into small proprietors, are not to be counted on in the ordinary course of human affairs; and when once either the exactions of the landlords or of the State, or indeed any other circumstances, have reduced a peasant tenantry to penury, the same difficulty constantly opposes itself to the commencement of improvement. No one is willing to make, no one ordinarily thinks of making, a direct sacrifice of revenue for the purpose of augmenting their actual means, and nothing short of that will enable them to start." (Jones, 161-2-3.) So erroneous is it that high rents *must* be a sign of prosperity, although they may be where there is no diminution of wages and profits.

46. I entertain no hope whatever of the improvement of agriculture in Oudh by the expenditure of capital on the part of the large landholders. Similar outlay by the corresponding class in Europe has been rare and sparing; and the traditions, habits, and idiosyncrasy

idiosyncrasy of the Oudh Talooqdars are not such as to render it probable that they will differ much in this respect from the Russian, French, and Hungarian Nobles.

47. On the other hand, it is admitted that, under a system of money rents, more especially where, as in Oudh, they be moderated by custom, small capitalists have opportunities of coming out of the crowd; and the Koormees possess all the qualities which, under peaceable Government, lead to accumulation and improvement. I regard this as a favourable feature in the present circumstances.

48. There is no doubt but that the increase which is being made to the Land Revenue will lead to a corresponding rise in the rents. But there is reason to presume that the Talooqdars generally will, for some time to come, adhere to the custom by which they are traditionally guided.

49. I would invite particular attention to a file of 20 cases, marked X. Y. Z. These were originally investigated by the Native Extra Assistant Commissioner of Durriabad, who decreed a right of occupancy at fixed rates to a number of cultivators, on the ground of long occupancy, on the same terms. These cases were subsequently revised by Mr. Harington, whose proceedings are those forwarded. The cultivators before him appear invariably to have admitted the Zemindar's ultimate and abstract right of ouster; but the evidence is strongly corroborative of the conclusion, to be derived also from the custom generally prevailing, that the Zemindar's right to enhance the rent was strictly limited by the capability of the land, and practically by the rates paid for adjoining or neighbouring fields of similar quality. It is clear also that the refusal to hold at the rates paid for similar fields is always to be allowed to the occupant cultivator. But it does not appear that the length of the occupancy determined the fixity of the tenure or the rate of rent.

50. In the under-populated districts I do not anticipate that the omission to secure a right of occupancy will have any sensible effect. For the present cultivators are in great demand, and their rent will be raised only in proportion to the increased produce.

51. It may be thought that the unprofitable castes hitherto favoured, such as Brahmins and Rajpoots, may be ejected in great numbers, and form an element of social disturbance. Their rents will probably be raised; but I doubt if there will be any wholesale expulsion of a class connected by so many ties with the landowners.

52. It may be a question if the Sunnuds of Lord Canning have placed it beyond the power of the Government to interfere by legislation for the protection of the Ryots. If this should at any time hereafter be deemed necessary, I am decidedly of opinion that, apart from political engagements, Act X. of 1859 is as much adapted to the circumstances now existing in Oudh as it is to the North-Western Provinces. Its introduction would merely transmute Customs into Rights. But as this is purely a matter of policy, I do not feel called upon to discuss it in this paper. I concur generally in the remarks occurring on this subject in Mr. King's Report; and if at any future time the condition of the cultivating classes should become such as to demand legislative interference, if it should be found that, from the operation of causes familiar in their effects to modern science, the country is reduced to a worse state than that from which the British annexation was intended to rescue it, I conceive that the duty of dealing with such an emergency cannot be evaded by the Government.

53. Although the power of turning them off the land is not disputed by the Ryots, and in the lawless state of the country during the Nawabee might have been exerted with impunity, I am not persuaded that it was founded on any right, any more than the Ryot's continued occupancy was of legal right. I very much doubt if the Zemindaree interest in the village lands, other than the *Seer Nijot* or *Nankar*, though transferable and heritable, did involve the right of dispossessing the cultivators at will under any usage having the force of law. No doubt the point is obscure, and not to be decisively settled; and no doubt, whatever was the usage, it was often broken through, and in practice there was not right but force. But then it is argued that if the Ryot's right cannot be made out, the Talooqdar's is indisputable, because the British Government has granted him the full proprietary right; which is to be understood in the English sense, even if it were abused, as in the beginning of this century in Northern Scotland, by depopulating large cantons for the sake of sheep breeding; or, more recently in Ireland, in deportation of an unprofitable tenantry reduced to



to starvation by competitive rack-renting. But there is this difference : the British landlord is at liberty, if he please, to lay his land waste ; but the Indian is the copartner of the Government, and practically no extensive abuse could take place without his estate being put to auction.

54. On the whole I am of opinion that, if for political reasons, it be deemed inadvisable to introduce Act X., the existing custom will, for many years, to a certain extent, protect the cultivator, and that by providing facilities for his removal to the less populous parts, any inclination on the part of the landlords to oppress their tenants may, to a considerable degree, be defeated ; and that if at some future time further interference should become necessary, such changes of proprietorship and feeling will probably have taken place as will pave the way for legislative action.

55. For the sake of clearness, I beg to recapitulate in this place the conclusions at which I have arrived on a review of the whole subject :—

1. That the evidence goes to show that no length of occupancy maintained by a Ryot, under the Native Government, gave him a right to hold his land against the will of his Zemindars.

2. That, therefore, it is not practicable at present to register them in the Settlement Papers as having such a right, wherever they can prove occupation for a certain number of years, as was done in the North-Western Provinces.

3. That individuals claiming a right of occupancy should, nevertheless, be admitted to a hearing before the Settlement Officer in the regular way.

4. That, although not contested by the Ryots themselves, it is by no means certain that the Zemindar had a legal right to oust an *Asamee* paying revenue to the Native Government.

5. That, according to custom, the Zemindars rarely ejected cultivators who held their fields commonly, so long as they paid the rent demanded.

6. That the rent was regulated by Custom, the terms of which, wherever grain payments are made, can be easily ascertained in the locality concerned.

7. That where rent is paid in money, it was originally fixed as the equivalent of the grain payments previously made for the same lands.

8. That when rent was enhanced by the Zemindars, it was generally raised in proportion to the capacity of the land, and in accordance with the amount paid for similar land in the neighbourhood, and that most frequently the rents of all the cultivators in the same village were raised at the same time.

9. That Competition was almost unknown.

10. That in the sparsely-populated districts where cultivators are in demand, whether any right of occupancy is acknowledged or not, they are in no danger of being ejected, or their rents of being raised, otherwise than according to Custom.

11. That, in the populous districts where rents are already taken in money and will be raised after the Settlement, there is some reason to fear that distress and ejection *may* be caused.

12. That two classes may be affected,—the high caste cultivators who pay rents comparatively low, and the ordinary cultivators.

13. That much will depend on whether rents are raised according to Custom, as heretofore, or by Competition.

14. That the force of custom is so strong that it is not impossible that, for some years to come, Competition may not be introduced.

15. That if Competition should be introduced, the effect must be injurious to the moral and material condition of the peasantry.

16. That the proper preventive or remedy for such an evil would appear to be the legalization of the existing beneficial Customs for which the introduction of Act X. of 1859 would suffice.

56. I propose now, with the permission of the Chief Commissioner, to suspend all further investigation into the rights of cultivators, except when claims shall be preferred personally to the Settlement Officer or his subordinates. I may mention that, in a few cases, such rights have been admitted by the Zemindars, but they are so exceptional as not to make necessary any qualification of what I have above reported.

57. I think it almost superfluous to state that the investigation has been fully and fairly made by the Officers to whom it was entrusted. I would draw particular attention to the Reports of Messrs. Carnegie and Harington, as showing much research. In the other Reports also copious information will be found.

EXTRACT from a Memorandum, dated 18th May 1865, by St. George Tucker, Esq.

I HAD not time to record it officially before taking leave on the 24th ultimo, as Captain Thompson's Report was only received by me on Saturday the 22d.

The Reports of Captain Thompson and Mr. Bradford have already informed Mr. Davies of the position of various classes of tenants, whose rights are by prescription, by custom, and by long uninterrupted possession, and are not founded on any written deeds.

The conclusion to which Captain Thompson appears to have arrived is, that rights by prescription exist, but that, as the tenantry do not generally claim such rights, they ought not to be recognized.

Of course those tenants who distinctly disclaim rights should be left to make their own arrangements with the Talooqdar, but their refusal to claim cannot bind others.

That rights based upon long uninterrupted possession, and custom, should be respected, appear to have been admitted by the Oudh Government. In the Secretary's Circular B. of the 7th October 1861, paragraph 14, the following instructions were issued:—

“The Talooqdar has consequently a perfect right in such cases to insist on raising the rents to the level of what these pay, except in the case of Brahmin and Rajpoot cultivators, who pay lower, not of right, but solely on account of caste. In the case of such Brahmins and Rajpoots, the Talooqdars will not be considered authorized to raise the rents during this Settlement, without the full consent of the tenants, if they have held at such reduced rates for at least 20 years. This is in analogy with the usage of Government, which allows possession for 20 years to confer a claim to a life tenure of rent-free land, though held by no valid title.”

The Talooqdars have not, I believe, complained of these orders of the Oudh Government. It is to preserve the rights of the Rajpoot tenantry, who have for ages past enjoyed part of the profits of the land, that I have ventured frequently to address the Chief Commissioner. My last Report was dated 29th October 1863.

Circular B. secures their rights only during the Summary Settlement. It is necessary to protect them from being rack-rented during the Regular Settlement; for, as the British Government has introduced order into Oudh in the place of the anarchy formerly prevailing, the bond between the Chieftain and his Clansmen is being daily weakened. The former looks upon the latter as an idle lot preying upon him, and the Clansmen see in their Chief a greater love of increasing his income, and less liberality and hospitality towards his kinsfolk.

I would suggest that the provisions of paragraph 14 of Circular B. should be so far continued that tenants who have enjoyed part of the profits of the land according to custom uninterruptedly for upwards of 60 years should have such prescriptive rights secured to them. This would be in accordance with Act XIV. of 1859, and also, I believe, in accordance with English law. The common Hindoo law fixes the period of 100 years as constituting a title, but it would be found more convenient to be guided by Act XIV.

I would also suggest that the Talooqdars should be invited to continue, to those who have enjoyed part of the rental uninterruptedly for more than 20 years, their privileges for life. There is no law for this, though it would be strictly in accordance with paragraph 14 of Circular B. above quoted.

I believe that most of the Talooqdars would consent to continue these privileges for the lives of the present holders, on the condition that the Government Revenue in the land held by them (the tenants) should be calculated at half of the actual rent, and not at half of the rack-rent. Those few Talooqdars who might refuse would be deprived of the argument which they are ready to employ with their tenantry, that rack-renting is solely caused by Government, that they would not rack-rent had not the Government Revenue been so heavy. I could quote an instance of this argument having been publicly used by a Talooqdar of great influence.

By agreeing to the condition Government would greatly benefit. The loss of revenue would be small and temporary; and much crime, such as dacoity, robbery, and rioting, would be prevented. Knowing, as I do, the misery of the Clansmen, especially in Southern Oudh, I am surprised at the patience with which they have borne their misfortunes. Thousands of families have lost part of their means of subsistence by the non-employment of some of their members as servants of Government, or servants of Native Noblemen, and others. The wages of ploughmen to assist them in cultivating their lands have risen, and they have now the prospect of an unknown rise in the demands of the

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the Talooqdars. No one should be surprised if crime should increase after the Regular Settlement.

Captain Thompson argues that it is difficult to determine what are full rates of rent, and consequently what portion of the rent has been enjoyed by privileged cultivators. When rents are payable in kind, half of the crop is usually considered the rack-rent. When rents are paid in money, the Settlement Officer must be left to decide what the rack-rent would have been.

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EXTRACT from Chief Commissioner's Settlement Circular No. <sup>B</sup><sub>3305</sub>, dated  
7th October 1861.

5. THE rights of the intermediate holders on such estates are to be maintained, whether the estates have been restored to the Talooqdars who were in possession at annexation, or whether, having been confiscated, they have been conferred in reward.

6. This ruling will not apply where the persons on account of whose rebellion the estate was confiscated were themselves possessed of the inferior as well as of the superior rights, such as the Zemindars of Amahut or other proprietary bodies. Confiscation extinguished all their rights.

7. With a view to maintain such rights, the great object, in the Chief Commissioner's opinion, is to determine the amount payable to the Talooqdars by those holding immediately under them, and responsible to them for such payment. Interference in the internal management of each village is not required, and it is desirable to make the accounts as few and simple as possible.

8. Talooqdars are therefore required to grant Puttahs to all holding land directly of them. In whatever form the rent was formerly paid, whether by a fixed sum on the holding (Bilmooktah), or a rate per beegah on particular kinds of cultivation or qualities of soil, a definite sum should now be agreed on and entered in the Puttahs. These Puttahs may be for a term of years, or one year, as agreed on between the parties. Of course, where it has been the custom, heretofore, the Talooqdar can continue to realize the rent in kind from the cultivators; but it is believed that the custom was a rare one.

9. By these Puttahs, all holding under the Talooqdars will be protected from extortion; and this is all we have engaged to do at this Settlement. Rights heretofore exercised by the sub-proprietors will be secured to them, whether they took the form of a low rate on their Seer cultivation, some beegahs of land Nankar, a Teekah or lease of the whole or portion of the village, or a per-centage on the rental. But these rights, to be maintained now, must have the weight of Prescription. They must have been in existence at annexation, and not merely be founded on temporary Malgoozaree possession in 1264 F., when the Talooqdars were entirely excluded.

10. It may here be observed that, of many villages in their present estates, the Talooqdars are the original hereditary Zemindars; and many others they acquired of single Zemindars, or Zemindaree families like themselves, whom they ejected from them. These they either killed or drove into banishment, so that all trace of the original owners has disappeared; and the present Talooqdar is as much the sole and exclusive proprietor of them as of the villages his ancestors originally settled.

11. But in such villages as belonged to independent coparcenary communities since brought into the Talooqua, it is well known that the rights of the inferior proprietors will be found in different degrees of vitality. In some, the Talooqdar has succeeded in obliterating every vestige of independent right, and in making the former proprietors forget it too. In others, he has effectually stripped the former proprietors of every exercise of it, and reduced them to the condition of mere cultivators. Nevertheless, the rights are remembered, were in many instances recognized in 1264, and are being re-asserted now. In some cases, though he had originally brought the village under his sway by force or trickery, the Talooqdar has permitted the representatives of the old proprietary body to arrange for the cultivation, receive share of the profits, and enjoy manorial rights.

12. In some, again, he has left them in the fullest exercise of their proprietary rights, paying only through him, and at a higher rate, to cover his risk and trouble, what they would otherwise have paid direct to the State. These are what are called the "Deposit" villages,

villages, the owners of which voluntarily placed themselves under the Talooqdar to escape the tyranny of the Nazims.

13. No lost right will be restored, no extinct communities will be resuscitated ; but the position the village occupants were found in at annexation they will be secured in, as long as they pay the rent that may be declared proper to the Talooqdars. Any privileges of a general nature hitherto enjoyed by them, such as control over the jungle land within the village area, a right, if they clear it, to pay lower rates than others, or grazing dues, can, if clearly established, also be maintained. But where they are doubtful, the doubt should be given in favour of the Talooqdar.

14. Though the sub-proprietors are thus to be preserved in the enjoyment of all privileges they have possessed, there is nothing to prevent the Talooqdar from now raising the rents to the fair rate of the Pergunnah, where lower have been paid, not by prescriptive right and in recognition of independent proprietary origin, but as a pure matter of favour. For instance, Brahmins often held at lower rates than other cultivators, such as Koormees, Kachees ; favourite servants got land at low rent, or free from any rent at all ; military service (now no longer required) was remunerated by holdings at half rates ; death in battle in the Talooqdar's service was compensated in like way. The Government, however, which has an indefeasible right to a proportion of a fair rental of land, did not allow this diminution of assets at Settlement, as no proprietor could alienate the sources from which the revenue has to be paid ; and took half of the legitimate rental (as far as it could be ascertained) that would have been paid by less favoured cultivators. The Talooqdar has consequently a perfect right in such cases to insist on raising the rents to the level of what these pay, except in the case of Brahmin and Rajpoot cultivators, who pay lower, not of right, but solely on account of caste. In the case of such Brahmins and Rajpoots, the Talooqdars will not be considered authorized to raise the rents during this Settlement without the full consent of the tenants, if they have held at such reduced rates for at least twenty years. This is in analogy with the usage of Government, which allows possession for twenty years to confer a claim to a life-tenure of rent-free land, though held by no valid title.

15. But the District Officers will understand they are not to interfere when no objection is made to the rents being raised ; which will probably be the case where those castes are few ; and at any rate the restriction on raising the rents, even in the case of Brahmins and Rajpoots, will not extend beyond this Settlement, nor to his heirs, should the cultivator die before its termination. His successor can be required to pay full rates.

16. They will also understand that the above modification does not extend to lands held at low rates on tenures of service. In short, Officers will bear in mind that no cultivators not having sub-proprietary rights of any of the kinds described in paragraph 13 of this Circular are entitled to hold at fixed or reduced rates. They are simply Kashtkars or Asamees, whose rents may be raised to fair rates, and among whom there is no distinction of "Kudeem" and "Judeed," &c., implying that the one has rights of occupancy at fixed rates, which the other has not.

17. The Chief Commissioner must not, however, be misunderstood to authorize the Talooqdars to raise their rents beyond the fair rate of the country, merely because, at them, their incomes are not double the Government jumma. Where the sub-proprietors have been allowed a share of the net profits, it of course can never be. But more than this, Government did not pledge itself to leave the party it admitted to engage exactly half what it took. It desired certainly to limit its demand to that proportion ; but on the insufficient data on which the assessment was based, it was impossible it could, in every case, carrying out its intention. There must of course be instances of inequality. From some estates the Government has taken less than its recognized just proportion of the rental ; in others more. One class balances the other. If the Talooqdar, who by the present Settlement really pays 60 per cent. on his entire Talooqua, could claim a reduction of jumma on that ground, Government could equally claim to lay an increase on him who pays 40 per cent. only, and thus every assessment would have to be revised. Of course, in any case where the jumma does press far too severely on the Malgoozar, a remission would be sanctioned.

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From MAJOR J. REID, Secretary to the Chief Commissioner, Oudh, to the Financial Commissioner, Oudh. (No. 2154, dated Lucknow, the 12th July 1865.)

WITH reference to your letter No. 1293, dated 19th ultimo, I am directed to state that the Chief Commissioner agrees to the proposition made in paragraph 56 of your Report on Occupancy Rights; but he thinks the decisions on all claims to such rights should for some time be submitted to the Commissioners of Divisions, because the reports of the Settlement Officers show that some of them have failed to perceive the distinction between claims to under-proprietary and mere occupancy rights. Captain Perkins does not know what *Dehdaree* is, when in paragraph 8 of his letter he considers a sharer, who reserves to himself a portion of his lands while alienating the rest, a cultivator; and Mr. Bradford looks on dispossessed proprietors holding Seer as unprotected by Oudh rules.

Mr. Capper seems to fall into a similar mistake. In the Sultanpore District, Under-Proprietary claims of the clearest nature (Seer and Sunkullup) have been decreed as Occupancy Rights at fair or fixed rents, to the prejudice of the claimants, who are thus deprived of their transferable title. The Extra Assistants, too, do not seem to understand that it is not the intention of Government to create Occupancy Rights. The Extra Assistant of Pertabgurh apparently got the landlords to consent to Rights of Occupancy being recorded, though both landlords and tenants denied their existence; and the Durriabad Extra Assistant's decrees of Occupancy Rights were reversed by the Assistant Settlement Officer, as totally unsupported by evidence. These Officers, the Chief Commissioner thinks, are hardly to be trusted at present with the disposal of these claims.

2. The Chief Commissioner has already, in his letter No. 1996, dated 26th ultimo, stated that he thinks Mr. Yule was misled by a technicality when he supposed that there could not be a transferable subordinate proprietary interest except in a Talooqua; and that he (the Chief Commissioner) has always considered every beneficial interest derived from previous proprietary right to carry a complete right of property.

3. The Chief Commissioner thinks it would be well, judging from the misconceptions of the Officers above-named, to point out to them how the Oudh rules provide for the maintenance of every form of beneficial interest of a proprietary origin.

4. The Chief Commissioner also takes this opportunity of observing that the further insight gained into Under-Tenures during the Settlement may have shown that some of the instructions given by the Chief Commissioner in respect of such tenures are not of invariable application. The Chief Commissioner promulgated those rules mainly on the experience of himself and some other Officers whom he consulted; but he has since had reason to think that tenures vary in their features in different districts, and even in different estates. For instance, Mr. Carnegie has verbally represented to him that the rules regarding Birts, though applicable to these tenures in Gonda and Goruckpore, from which the Chief Commissioner's information regarded them was derived, do not quite meet the case of the Fyzabad Birts.

5. The Deputy Commissioner of Sultanpore remarks that Kooshast Sunkullup, i.e. that given to Pundits and Brahmins, referred to in paragraph 26 of Record of Rights Circular, is not in his district a pure Maafce tenure, but is admitted to be heritable, though the landlord may raise the rent. This would lead to the inference that the tenure is not rent-free in his district. The Chief Commissioner suggests that he be called upon for further information regarding the tenure.

6. But the Chief Commissioner recollects a correspondence on the subject of the class of Sunkullups that resemble "Birts" in the Pertabgurh District, that took place with Mr. Currie in 1863, in which it was shown that the tenure was not always redeemable; and the Chief Commissioner's final reply was, that the custom must be followed, and his instructions modified accordingly.

7. The Chief Commissioner thinks it would be advisable to call on all Settlement Officers to send up cases in which they think the instructions in Record of Rights Circular, for dealing with Birts and Sunkullups, are not in accordance with the conditions of those tenures as prevailing in their districts, or parts of their district, for it appears that there is variation even in estates.

More detailed instructions might then be issued for dealing with each variety of claims, or decisions in selected cases might then be published as guides.

8. In paragraph 14 of Record of Rights Circular the Chief Commissioner said, it was impossible to foresee all the questions that would arise in the course of the Settlement, and that if the Settlement Officers did not think them provided for by the general instructions contained in that Circular they should refer them. He never supposed that Circular had exhausted the subject.

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From F. O. MAYNE, Esq., C.B., Commissioner, Baiswarra Division, to R. H. DAVIES, Esq., Financial Commissioner of Oude. (No. 1684, dated the 3d April 1865.)

AGREEABLY to instructions conveyed in your Book Circular, No. 2, dated 24th Oct. 1864, the investigation of tenant right in a number of villages in each district of the division has now been concluded.

2. Settlement Officers were not ordered to report the result of their enquiries; but as they have submitted Reports on the subject, I think it only right that you should have an opportunity of perusing and reviewing such important documents relating to this very difficult subject. I have the honour, therefore, to forward these Reports in original, together with the records of enquiry.

3. Your instructions are that rights of cultivators other than tenants-at-will, if judicially proved to exist, must be recorded.

4. According to paragraph 130 of *Directions to Settlement Officers, North-Western Provinces*, to which we are referred, those tenants who have for a course of years occupied the same field at the same or equitable rates are held to have the right of occupancy. What those rights are is explained in paragraph 128 of the same *Directions*, viz., a right to occupy, and a right of their sons or immediate heirs residing with them in the village to succeed, on the same terms as themselves, as long as they till the field and pay certain rent for that field, or perform certain services or pay certain fees to the proprietors.

5. I may here observe that paragraphs 133 and 134 of *Directions to Settlement Officers, North-Western Provinces*, refer to a class of cultivators who hold certain *seer* lands in virtue of being ex-proprietors. All such cultivators in Oude are, however, if judicially proved to be so, recorded as *under-proprietors*, and they are therefore in reality far better off than their brethren in the North-Western Provinces; for, in addition to rights of occupancy at *fixed* and generally light rates, they have an actual right of property in those fields, and are able to alienate them without the consent of the proprietors; and they can do what they like in those fields, they can dig wells, plant gardens, and locate labourers; they are, to all intents and purposes, proprietary cultivators. In the same way, under-proprietary rights to groves, *dedaree birts*, *shunkullups*, *moorwuts*, &c., are recorded. Such cultivators, therefore, will not come under discussion in the present Report.

6. With regard to non-proprietary cultivators with rights of occupancy at fixed or equitable rates, all we have to ascertain under your instructions is, if, according to the usage of the country, such rights are recognized and enjoyed or not?

7. I venture, however, to remark that the rule contained in paragraph 6 of your Circular, viz., "If they come to an agreement between themselves, its present and prospective terms should be fully and distinctly recorded, both as regards occupancy and rent," is rather open to abuse, as shown in certain cases decided by the Extra Assistant Commissioner of Pertabghur, already referred for your orders; for I find that cultivators who have no pretence to right of occupancy, and who never dreamt of having such, hearing a notice issued ordering claimants to come forward, have come and petitioned to be recorded. Perhaps one will claim fixed rates, and perhaps a more moderate man will only ask for "whatever Government will give him;" and the Talookdar's agent, although he will deny the existence of any such former right, gives way to what he considers the order or wishes of Government, and says he has no objection to the petitioner being recorded as a tenant with right of occupancy at equitable rates so long as he continues to pay the rent demanded. I imagine, however, it is not the wish of Government to create any such rights, even with the consent of the proprietor, if they have not already existed, or if it is contrary to the usage of the country.

8. A certain class of tenants are ready enough to come forward and petition for rights, the existence of which never previously entered into their brain, if they think Government will



will listen to them, and grant them such rights. But I cannot say that these tenants are those who have the best claims. Really good tenants of long standing are content to remain as they are, depending on the mutual good-will which has always existed, and on which the prosperity of both proprietor and cultivator is so entirely dependent. Such men generally decline to claim; and surely it is better not to force them to do so, and thus to raise an unfortunate animosity which will, for the most part, end in the ruin of the weaker class.

9. I am inclined to think there is much too great a tendency in our system to meddle with the people; that it would be much more to the satisfaction and the benefit of the people if we left them to act more in accordance with their own pleasure and will. Settlement Circular 46 of 1863 compels every under-proprietor or tenant to come forward and sue the landlord for his rights, under penalty of losing all power of substantiating them hereafter and many a good farmer, between whom and his landlord there existed most excellent relations, founded on mutual dependence, has been forced by this Circular to come into court, and has (perhaps owing to the uncertainty attending our Settlement Courts) been unable to prove his claim. The result is, he loses his cause; and his tenancy, no longer founded on good-will, is usurped by the landlord. Bitter strife and animosity is thus being created between class and class. Surely it would be better to leave them alone; for, even if a farmer is hereafter ousted, he can always bring his suit and have it decided on its merits in the Revenue or Settlement Court, as the case may be. To go and still further extend this Circular by compelling the cultivators, *nolens volens*, to claim against their masters, is a course, in my opinion, productive of the gravest and most pernicious consequences, and one which, by most direct and rapid means, interferes most seriously with the repose and contentment of the agriculturist community. It creates a procedure, moreover, which is far beyond the power of the Settlement Establishment to follow; it would prolong the settlement for the next 20 years at least, with establishments on their present strength. The practical effects of this Circular when issued could hardly have been foreseen. I propose, however, to return to this important question on a future occasion.

10. You have expressed your intention, after reviewing a certain number of decisions on tenant right, to issue some general instructions as to the further disposal of this class of cases. Meanwhile, I most earnestly deprecate any system which compels Government officers to hunt out claimants, and the claimants to come into court, whether they wish it or not.

11. The proceedings conducted by Captain MacAndrew and Mr. Lang in the Roy Barcilly District, I think, fully accord with the instructions contained in your circular under reply. The enquiries into 11 villages by Captain MacAndrew and 17 villages by Mr. Lang are most complete, and the villages have been selected from each of the four Tehsils, and comprise Talookdaree villages, both pucca and kutchra, hereditary Talookdaree villages, acquired Talookdaree villages, and nankar Talookdaree villages; also Coparcenary villages, both Zemindaree and Putteedaree. The result is given in a few words, viz., that tenant-right did not exist in any shape under the Native rule in the Roy Barcilly District.

The nearest approach to any idea the tenants may have to a right of the kind is a sort of right to cultivate their holdings so long as they pay the rent which may be demanded. All, however, do not assert this, and they acknowledge the landlords could oust them. Nevertheless, a perusal of the cases and of the recorded evidence also proves that the Talookdar always did oust them when he pleased.

12. The result of Mr. King's enquiries at Pertabghur in 27 villages and 9 other special claims show that the tenants had no right of occupancy under the King, and have none now, although a few pretend to assert rights given them by the British Government; some few assert this right of occupancy, but fail to prove it. No appeals to custom or agreement were made in support of tenant right. Mr. King is of opinion, that, so far from the cultivators having any right, the low castes were in some respects slaves of the landlord.

13. Mr. King, then, after tracing the treatment of this question since our annexation of the country, and disclosing its features as they now exist in connexion with the current settlement, expresses his opinion that it is one which should be determined on purely political grounds, and argues as to the extent to which cultivators are really protected by the Talookdar Sunnuds. He sketches the position of the cultivators under the Oude Government, showing that the Talookdar was then liable to interference on behalf of the

cultivator, and that therefore the Sunnud cannot guarantee him from all interference now, and that the question of tenant rights must be debated on its own merits and the demands of policy.

14. A Report from Captain Ouseley, Assistant Settlement Officer, is also submitted with the record of his enquiries. He comes to the same conclusion as Captain MacAndrew, Mr. Lang, and Mr. King, viz., that the cultivators of Oude not only never had any rights, but that their relation with the landlord partook more of the character of serfdom.

15. The result of several enquiries made by the Extra Assistant Commissioner, Molvie Alui Hussein, has already been reported to you, with my reasons for thinking that his decisions are erroneous.

16. Captain Perkins, Settlement Officer of Sultanpore, has not recorded the result of his enquiries, but he reports having collected and questioned the tenants of 15 Mouzahs, viz., Talookdars 11, Byacharas 4, and that he has not as yet found a tenant willing to claim any right of occupancy, and that consequently he has held no proceedings.

17. In conversation, however, with that officer, I discovered that certain cultivators had been decreed rights of occupancy by himself and his Assistant Settlement Officer, Mr. Gibson, and I called for the cases, which, six in number, are herewith submitted. I think you will find that they are for the most part claims for seer holdings, which should have been decided on their merits, and that they are not claims of mere cultivators.

18. The general result of these enquiries prove to me, beyond a doubt, that generally the cultivators claim no rights,—they deny their existence; and although some few do claim cultivating rights, it is proved that the maintenance of any such right is utterly opposed to the custom and usages of the country before annexation. In no case could the preferment of claims by so small a minority be interpreted into such custom or usage. There were no cultivating rights under the Native rule. Talookdars and Zemindars were enjoined generally to keep their peasantry contented, and to be kind to them; and if proprietors oppressed their tenantry, the latter would leave the village, or work on the fears and prejudices of their masters by letting their hair grow, or, if they were Brahmins, by cutting open their bellies, or jumping down wells. The condition of the peasantry was much more that of serfdom than of cultivators with rights of any description.

19. Whether or not it is politic now to create tenant right, whether such a course would be attended with benefit to the cultivating classes and advantageous to the country at large, are questions which we are forbidden to discuss. But there is no doubt whatever of one thing, and that is, if you introduce a record right of occupancy in favour of the cultivating classes, you will create a most complete revolution of the whole status of the agricultural community, and of the relations which now exist between landlord and tenant; and it is this fact which makes the Talookdar fear so much the registry of tenant rights, and which is now creating such an uneasy feeling throughout the land, and so materially depreciates the value of landed property. For all these reasons, the sooner some definite conclusion is come to, and that conclusion made known, the better it will be for all concerned. Nothing can be fraught with more dangerous consequences than the present uncertainty and dread which pervade all minds.

#### ENQUIRY INTO THE EXISTENCE OF CULTIVATING RIGHTS.

*Mouzah Jugdispere, Pergunnah Koomraon; Talookdaree Nankaree; Rajah Jugmohun Sing; Cutcha.*

**EIGHTEEN Assamees come up; all claim to have held the same land at the same rent since they came into the village:—**

1. Ludhaie Tewarry, Chupperbund,	100 years in village ...	...	Jumai.
2. Buotour ditto, ditto,	100 do. ...	...	Do.
3. Ramchurn Sookul, ditto,	50 do. ...	...	Do.
4. Thakoor Tewarry, ditto,	50 do. ...	...	Do.
5. Ramdeen Awusta, ditto,	3 generations ...	...	Do. and Ghullai.
6. Mattedeen Dooby, ditto,	40 years ...	...	Jumai.
7. Maheshudeen do., ditto,	4 generations ...	...	Do.
8. Gungadeen Pandey, Paikasht,	20 years ...	...	Do.

9. Mendaie

9. Mendaie Dooby, Chupperbund,	2 generations	...	...	Jumai.
10. Buctour Sing, ditto,	20 years	...	...	Do. and Ghullai.
11. Jeet Aheer, ditto,	20 do.	...	...	Ghullai.
12. Bhowaneedeen Sing, ditto,	20 do.	...	...	Jumai and Ghullai.
13. Rampershead Dooby, ditto,	3 generations	...	...	Jumai.
14. Girdhur Aheer, ditto,	3 do.	...	...	Do. and Ghullai.
15. Foorsut Aheer, ditto,	3 do.	...	...	Do. do.
16. Davee Dooby, ditto,	7 do.	...	...	Jumai.
17. Doorga Dooby, ditto,	7 do.	...	...	Do.
18. Boosaie Moorai, ditto,	12 years	...	...	Do.

All the above disclaim any proprietary title of any sort.

Nos. 1, 2, 5, 6, 7, 8, 9, 14, 15, 16, and 17 state they have groves. They all state through their spokesman, Buctour Tewarry, that the talookdar cannot raise their rents now. He could do so in the Nawabee at his pleasure; he cannot do so now, because the Sirkar will not allow him. The talookdar could also turn us out at his pleasure.

One man, Maheshudeen Dooby, states the talookdar could not turn me out of my grove as long as any of my family remained. He could please himself as to the land which paid rent.

They all pay full rates; the talookdar could not get more for it.

One man, No. 17, Doorga Dooby, states that his land would fetch a Rupee or two Rupees a beegah more than he pays. It has a pucca well, which the Rajah built. He has 6 beegahs 3 biswas dihi, at Rupees 21-8.

The putwaree says the dihi beegah is larger than the Government one, being about 22 biswas.

The karinda states that some of the assamees' rents have not changed, others have; he is not prepared to specify which at present.

They get yearly puttass. The talookdar has never tried to raise their rents.

The putwaree gives the cultivated area of this village at 756 beegahs, and the gross rental at Rupees 2,262. Considering that there are probably some favoured classes, this is a fair rental, and would seem to support the assamees' statement as to their paying full rates.

The karinda claims for his master full power to oust his tenants or raise their rents at his pleasure.

*Opinion.*—There is no trace of tenant right here. It is not claimed, except under the idea that it is a necessary consequence of English Government. No one ventures to state any such thing existed under the Native rule.

The 24th Jan. 1865.

(Sd.) J. F. MACANDREW, Capt.,  
Settlement Officer.

*Mouzah Suraila, Pergunnah Dalmow; Talookdaree pergunnah, village; Rana Shunkur Buksh.*

Two assamees only appear from this village, all the rest being under 10 years in it:—

1. Ramdeen Aheer, Chupperbund - 12 years.
2. Sewdeen Aheer, ditto - 12 do.

Both state they have no rights of any description; their rents may be raised, and themselves ousted, at the talookdar's pleasure.

The Sudder Moonserrim ought not to have sent this village up as one of the 25. There are no rights.

The 16th Jan. 1865.

(Sd.) J. F. MACANDREW, Capt.,  
Settlement Officer.

*Dhunnabad.*

There are 27 assamees of more than 12 years according to Sudder Moonserrim's list. Rana Shunkur Buksh is talookdar (Bais); Zubbur, &c., Bais, are lessees, in Court; several Assamees in Court.

Dasso, Patur, claims to be oldest cultivator; says he has cultivated for three or four generations, some 50 or 60 years. The Bais put his family in the village. He and his family cultivated 10, 15, 20 beegahs, but not at an unvarying amount, always paying Rupees 4 per beegah. They have held two beegahs, known as "adwa khet," for 60 years; they have always paid Rupees 8, neither more or less. They only held two beegahs

beegahs continuously. The rest of the land they lost; some other assamee got it, they could not manage to cultivate more, and so threw up the land. If the talookdar had turned them out, they would have complained to the chukladar. He can't tell me the name of any assamee who ever did get the chukladar to attend to him. If the talookdar asked too much he would not give it; would leave the land if the talookdar pressed him; what remedy had he? Had not the talookdar power to do what he liked? Each field bears its price, and new or old assamee would give the same, just what the field was worth. Chupperbund assamees give more rent than paikasht assamees. I have no groves at all; I have a few stray trees, I have liberty to cut them if I will; they are situated in the beejur land by the pands.

I called on the assembled cultivators to name a man who has held the same land continuously; one Madaree Aheer comes forward.

MADAREE, Aheer, states:—

I and two Bais cultivated some 36 beegahs dihi; we have cultivated for 40 and 50 years; our grandfather cultivated; the Bais gave us the land. My ancestor got the fields as fields. My grandfather used to cultivate less, some 15 or 16; we cultivate much more, but not the same fields. We may have held some 10 or 15 beegahs; namely,

Burraiga	...	4 beegahs	...	From our father's time.
Bayba	...	4 do.	...	Ditto
Bargudda	...	22 biswas	...	From our grandfather's time.
Teria	...	1½ beegah	...	Ditto.
Teraï	...	4½ do.	...	Ditto.

We paid same rent, Rupees 9, on the terai fields, never more or less; the talookdar never asked more. If the talookdar asked Rupees 12, I would simply go off and cultivate elsewhere.

The Bais Zemindars did hold a punchayet occasionally about their shares. I never recollect a punchayet about cultivating tenures. The chukladar would listen to an assamee, but personally I never recollect an instance. I have *heard* so from my ancestors.

LOAHEE, Ditchit, volunteers a statement:—

My father cultivated 15 beegahs; I hold 10 beegahs. We have held 3 beegahs mhewa khet, 1½ beegahs patee khet, 1 beegah dilfi, 1½ chukkur ke baut, 22 biswas dihi goind, 1½ pal., 14 biswas churrie. My grandfather made one pucca well; my father made one pucca well. We have held these fields for four generations. My grandfather held them, and my son now holds the putta. We always paid Rupees 3 per beegah in the Nawabec, neither more or less. I am agent to the Bais, and I built wells, and therefore I held at these rates. I have shunkullup, and my wells are in the shunkullup field. If a man build a well (a pucca well), he will hold at a light rent for 40 or 50 years, and after that his rent may be raised a little, but not much. The consideration is given for a kutchu well not even for one year. A man doesn't build a pucca well without the talookdar's leave; but when he has done so, the talookdar won't turn him out. I can't tell what the assamee would do under such circumstances if the talookdar turned him out, simply because I never knew an instance of it.

KUTUB-OOO-DEEN, Agent of Talookdar, allows:—

Ten or 15 years light rent; after that full rent; says talookdar would turn an assamee out if he crossed him.

CHITTOO, Brahmin Dooby, says:—

He has only cultivated continuously for nine years; he used well to cultivate, but lost his land because he couldn't afford to keep up his land.

BACHOO, Aheer, states:—

I have cultivated for 40 years. If the talookdar asked too much, I should go to the chukladar; so I have heard. I never knew of an instance. I used to pay Rupees 4 per beegah per annum during the Nawabec. About 4 beegahs I held continuously; the rest the talookdar turned me out of. He had power to do so, and what could I do? I was a child and, my father was dead. When the talookdar chose he turned a man out, and when he chose he gave land. No one got any rights in our village, not even the Bais zemindars.

*Remarks.*

*Remarks.*—No one else was favoured, except a few shunkullupdars; these men claim to have held continuously, but such tenures have nothing to do with pure cultivating tenancy. These Brahmins hold for a consideration in virtue of *apereti*, past or present, and, having got a footing, continue to hold it.

No simple assamees can deny the full power of the talookdar to oust him, and no assamee can cite a *single instance* within his personal cognizance in which the chuckladar attended to (or indeed received) any application from an assamee. In a word, I see no trace of tenant rights in this village.

Camp Ultawas,  
the 19th Dec. 1864.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Village Peetumpore, Pergunnah Buchraon, Tehsil Hyderghur; a myfed village.*

The Sudder Moonserriin had sent a list of nine old assamees in the village of more than 12 years' occupancy; of these, Gujjah Sing Bais and Subba Rao, 25 years occupancy, Dingar Maaiee, 15 years occupancy, Ram Sing Bais, 18, Moonoo Maaiee, 15 years occupancy, Guneshee Maaiee, 30 years' occupancy, Debideen Brahmin, 15 years occupancy, and Mendaiee Maaiee, have come into Court, besides some more of shorter standing.

MUDIGAL SING, Bais, Lumberdar.

Depositions are taken before the assembled assamees.

GUJJAH SING, Bais, age 50 :—

I have cultivated five beegahs ghulai, never juwair; I have cultivated the same five beegahs continuously for last 20 years, paying adha bultaie, never more or less. Lumberdar could always raise rents or turn out an assamee when he liked. There are no assamees who have a right to retain the land or their rates against the will of the lumberdar. Against the will of the lumberdar nothing could be done. I ask all the assamees; they all agree to this statement.

Debideen tells me, in answer, that if the lumberdar asked too much, the assamee would leave his fields, and would not return till the lumberdar compromised the matter. He never heard of an assamee going to the chuckladar; he managed the matter as stated above.

I ask any assamee to come forward, if he got easy rents, or could hold his field against the lumberdar's will. They unanimously disclaim any such right.

*Judgment.*—I can make no further enquiry in this village, where every assamee disclaims any right to hold at easy rates or field rents. I can't induce any one of them, after repeated questioning, to allow that any assamee can have any advantage beyond that of his groves.

There is no trace of any claim even to tenant rights in this village, much less of the right itself.

Camp Nisghur,  
the 24th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Mouzah Kundoora, Pergunnah Roy Bareilly; Talookdaree Nankaree; Bishnath Buksh; Cutcha.*

Thirty-one cultivators come up from this village; two state they only hold one beegah each ghulai, and not for long. They are set aside. The others are classed.

1. Poorun	Lodh, Chupperbund,	3 generations	...	...	Jumai.
2. Nihal	ditto, ditto,	15 years	...	...	Do.
3. Gupeawun	ditto, ditto,	15 do.	...	...	Do.
4. Bhowanee	Chumar, ditto,	3 generations	...	...	Do.
5. Bhola	Lodh, ditto,	2 do.	...	...	Do.
6. Gaina	ditto, ditto,	2 do.	...	...	Do.
7. Bhola	ditto, ditto,	18 years	...	...	Do.
8. Buldu	ditto, ditto,	3 generations	...	...	Do.
9. Chuttree	ditto, ditto,	3 do.	...	...	Do.
10. Sewdeen	ditto, ditto,	3 do.	...	...	Do.
11. Davee	ditto, ditto,	3 do.	...	...	Do.
12. Ghumawun	ditto, ditto,	20 years	...	...	Do.
13. Judoca	ditto, ditto,	20 do.	...	...	Do.

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G

14. Lullooa

14. Lullooa	Dooby, Paikasht,	20 years	...	...	...	Jumai.
15. Koonia	ditto, Chupperbund,	3 generations	...	...	...	Do. and Ghullai.
16. Muttao	Lodh, ditto,	3 do.	...	...	...	Do. do.
17. Nihal	" ditto,	3 do.	...	...	...	Do.
18. Oree	Loonia, ditto,	40 years	...	...	...	Do.
19. Teeka	Lodh, ditto,	20 do.	...	...	...	Do.
20. Kaloo	Loomia, ditto,	15 do.	...	...	...	Do.
21. Bhyroo	ditto, ditto,	2 generations	...	...	...	Do.
22. Nunda	Tewarry, Paikasht,	20 years	...	...	...	Do.
23. Ramadhar	ditto, Chupperbund	4 generations	...	...	...	Do.
24. Sewchurn	Lookul ditto,	3 do.	...	...	...	Do. and Ghullai.
25. Rajaram	Tewarry, ditto,	4 do.	...	...	...	Jumai.
26. Mindai Lal	ditto, ditto,	3 do.	...	...	...	Do.
27. DirgujSing	Chowham, ditto,	15 years	...	...	...	Do.

The above all state their holdings and their rents have never varied.

1. Sewdial Tewarry, Paikasht 20 years ... .. Jumai.
2. Moona Misser, Chupperbund, 30 do. ... .. Do. and Ghullai.

The above state that their holding has not varied, but their rents have been increased.

1. Gunesh Sookul, Chupperbund, 7 generations ... .. Jumai and Ghullai.

The above states that both his land and his rent have varied; he holds 11 beegahs dihi at Rupees 41.

The putwaree states the dihi beegah is 23 biswas.

They all state they pay the full rent of the land, and that more cannot be got for it; their rent was raised all round from 10 to 40 per cent. five years ago; the talookdar can oust them or raise the rent at pleasure.

When asked why 27 of them stated, in the first instance, that their rents had not been raised, they answered that they did not understand.

When the rent was raised all round five years ago, no one complained.

The higher castes have no advantage in this village.

No difference would be made between old and new assamees in this village. Chupperbund assamees pay more than paikasht.

No. 6 states he holds  $4\frac{1}{2}$  beegahs at Rupees 23-4

" 23	ditto	6 do.	do.	31-10
" 13	ditto	$2\frac{1}{2}$ do.	do.	14
" 18	ditto	$7\frac{1}{2}$ do.	do.	38-8
" 27	ditto	9 do.	do.	40-4

The above are taken at random, and show that full rents are paid.

*Opinion.*—There is no trace of any tenant right to be found in this village. The right to oust has been acknowledged, as well as that to raise the rents, and the latter right has been recently exercised in the village.

(Sd.) J. F. McANDREW, Capt.,  
Settlement Officer.

The 24th Jan. 1865.

*Mouzah Juggutpore, Pergunnah Dhoondia Khera, held by Rajah Biharee Lal.*

Goordyal, Ditchit, Leha, Hurpershad Tewarce, Mumsrekum, Shehogolam Bajpaiee, Debideen Pandy, Bunsgopaul Bajpaiee, and Bherain Pandy, being old assamees and present in Court, state:—

Only we Brahmins cultivate the village; we merely cultivate, and have no rights; we fled if the talookdar oppressed us; we have long cultivated; we used to flee into the Rajwarra; we have never claimed at Lucknow, nor do we know of any assamee who went to chukladar or to Lucknow to complain. Have heard that our fathers did. If an old cultivator died, his successor would pay the same rate; there was no advantage being an old cultivator. We all hold groves given by the zemindar. We cut or sell if we please, and don't ask the zemindars; we get the groves to settle. If we fled, our descendant would hold.

Ghenaha Ditchit left his land, but retains his grove. The talookdar could do what he liked, I suppose, but he never did turn any out of his grove.

We got our groves as Brahmins; we got the groves long ago, when we settled; the cultivation long afterwards at any time.

*Remarks.*—No tenant rights; but the cultivators, being Brahmins, seem to have a firm hold on their groves, apparently by leaving their caste.

(Sd.) G. L. LANG,  
Asst. Settlt. Officer.

Buxar, the 23d Dec. 1864.



*Village Ramnuggur, Pergunnah and Tehsil Hyderghur; Talooka Ramnugger;  
Talookdar Chundeelut Amithia.*

The Amithia assamees claim to retain certain rights in virtue of ancient proprietary rights. Their claims will be enquired into in regular course, but, of course, are excluded from this summary investigation.

There are about a dozen other old assamees under my shimana. Investigation is carried on before them all in open Court.

BHOWANIDEEN, Dooby, states:—

I am 50 years old. My ancestors cultivated before me. We have cultivated 7½ beegahs or 8 beegahs. We have always cultivated the same fields, viz.

Gurria.		Beejms.
Teria.		Beegha.
Muttoochala.		

My rents were sometimes enhanced during the Nawabee.

If talookdar asked too much, I fled; or sometimes he added a little more land, and I took it at the rent he wanted.

In the Nawabee the talookdar had power to raise rents, or to turn out assamees from their fields. He never turned me out of my fields.

Old assamees paid more than new assamees, because they were established in the village; they got no consideration, or lighter rents; there was no advantage in being an old assamee. If an assamee was turned out, he would go to the chuckladar, but I never heard of an assamee doing so. No one ever did it in my village.

GUNGA, Dooby, states:—

My name is not Gunga; it is Sheopershad. I object to what Bhowani says. A man *would* go to the chukladar, but I never knew of an instance of one going; of course the talookdar could loot an assamee if he would; it was always a state of disturbance during the Nawabee.

Old assamees have rights; they have right to cultivate. The talookdar could increase their rent, or could turn them out of their fields. He would complain to the chukladar. I can't tell a single instance. I can't give any evidence about the Nawabee; my statement refers to the mutiny. I am 25 years of age; may be 30.

BENI DOOBY; age 56:—

I have cultivated for 16 years continuously some 5½ beegahs, viz.

Khet Puttia.	} Four fields in all.
Do. Bunjaree.	
Do. Bagh.	
Do. Bheet.	

These very four fields I have held for 10 years, and all but one for 15. My rent was Rupees 20. My rent was Rupees 5 when the field was "waste;" after that rent was Rupees 8, then Rupees 12, then Rupees 14, and then Rupees 20 for five or six years.

In the Nawabee the talookdar could take away the field or enhance rents; he used also to force us to take a patch and cultivate. An old assamee got his groves, chussi, &c., from his ancestors, but when the field had once reached its market value (what it could pay), it remained at that.

Assamees declare this statement is true.

I call on any assamee to come forward who claim to hold at favourable rates.

An old *Go ain* (Gobegrih) cultivator for 50 years fully acknowledges the lumberdar's power to do what he would; he declares that an old assamee had no advantage; rents were screwed up till the full price of the field was reached.

*Remarks.*—It is impossible to make any further enquiry into this village. Every assamee tells the same tale, and I can't induce one to come forward and claim to hold of right either at fixed rates or in perpetuity. The old assamee is acknowledged to pay the full rent the lumberdar can get out of him; that *all* allow.

I can't see the faintest trace of a tenant right in this village.

Camp Nisghur,  
the 24th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settlr. Officer.

*Mouzah Aihar, Pergunnah Dalmow, mufted.*

Lumberdars Kelhalut and Juggurnath Bais in Court; Putwarec not in Court.  
An immense number of assamees surround my tent.

Adhar Sookul	...	15 years tenure.	Poorae Kachee	...	30 years tenure.
Amudee Pandey	...	15 do. do.	Junghee do.	...	15 do. do.
Aghunna Aheer	...	10 do. do.	Debideen Tewarry	...	20 do. do.
Doorga Kachee	...	10 do. do.	Debi Ubbadie	...	12 do. do.
Bhenanier Subal	...	20 do. do.	Ramdutt Subal	...	18 do. do.
Buchoo Tewary	...	100 do. do.	Seetuldeen Dooby	...	16 do. do.
Beni Subal	...	20 do. do.	Sunjava Aheer	...	1 do. do.
Bumlal Pandey	...	15 do. do.			

and many more over 10 years' standing being present, the following answers are given to questions asked by me:—

BHUGWANDEEN, age 30, and NAMEBEEN, age 36, Brahmins, declare:—

They have held for many years at the same rent. They say their land is not worth more than its present rate, and so the lumberdar has not increased their rents. They declare the lumberdar didn't increase the rents of old assamees, but that he had power to do so; he didn't care to quarrel with old friends: they refer to their own caste, not to the above village. They do not know if any assamee also ever brought his claim before the chukladar. Rents are paid according to fields. New assamees pay more than old assamees, at least where the old assamees had only held a year or two. (This Bhugwandeens evidence is useless, as I can't get him to give direct answers; he is willing to contradict myself as often as I change my questions, and won't give me answers sufficiently definite to make enquiries thereon.)

SHEOJAN, Tewarry, age 56, and BHOWANI, Sookui, age 62, both old cultivators, state:—

Lumberdar could do what he liked during the Nawabee; they could turn out a recusant assamee. Chukladar never listened to assamees. Rents were paid according to value of land, and there was no distinction between new and old assamees. It would rest with the lumberdar to turn out or take a larger rent from any old assamee if any one offered more than the usual rent. Brahmins used to have to pay extra sometimes, but that was seldom, and they were kindly treated.

I ask the surrounding assamees, and no one makes any objection to any of these answers herein recorded.

BINDOO, Aheer; age 60:—

If I had to pay too much I would have fled. The lumberdar could take what he liked.

KULLURDER, Kachee, age 60, and KALLEE, Bheet, age 50:—

Zemindar could turn us out, or take what rent he liked. The zemindar could serve a Brahmin just the same. The lumberdars declare they could take what rent they liked, or turn out Brahmin or Aheer as they liked. "If the Chukladar oppressed us, we made the grove-owners pay somewhat. Ordinarily we didn't take anything. We didn't object to assamees cultivating their groves. They could turn them out, but never did. They took mangoes and mhowa. Sometimes we took back the land if the trees were cut; sometimes we didn't."

*Remarks.*—As usual, I find no trace of tenant rights here. The Brahmins were evidently treated with more consideration than Aheers and ordinary cultivators, but had no remedy against the lumberdar if the lumberdar chose to raise their rents or oust them.

Camp Parbrowlie,  
the 11th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Mouzah Oee, Pergunnah Hurdooe, Tehsil Hyderghur; Talooka Uttraha Talookdar; Rajah Jugmohun Sing.*

Some 50 assamees, said by the sudder moonserim to be the old cultivators of the village, have come to my shamiana, and the depositions are taken in the open Court before them all.

THIWA,

SHEOPERSHAUD, Ditchit; age 50 :—

Old and new assamees pay same rent. Lumberdar has full power to raise rent or turn us out; he never did raise my rent.

KORHIRAL, Nuirr; age 50 :—

Assamees had no right in virtue of being old assamees. Talookdar could increase rents or could turn us out, if he chose. He has let me cultivate on my old putta.

DEWAN, Meraice; age 30 :—

We have cultivated for 30 years. I pay Rupees 10 per beegah, always same rent. Talookdar could take more rent, or turn me out, if he chose.

THIWA, age 50, Brabmin :—

We have cultivated for 70 years. The Rajah has full power to do what he likes. If his agents asked too much, I'd appeal to *him*; but if he wouldn't hear me, I was hopeless and helpless. Old assamees had no rights; they paid the regular rent of the field just as a new assamee.

The assamees agree to these depositions; they agree that the Rajah had full power.

*Girwa* tells me that if a man built a well, he'd get a bit of land to plant a grove. The Rajah wouldn't take higher rent; but, of course, if the Rajah chose, he could loot them, or do what he liked.

*Remarks.*—The assamees in this village lay no claim whatever to any tenant rights; they allow the full power of the Rajah to do what he would with the land.

Camp Gojapan Bargoan,  
the 18th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Village Seree, Pergunnah Roy Bareilly, Tehsil Roy Bareilly; a mufed village.*

Lumberdars GUNESH and Ejoodhea Rughbunsee.

Some 20 old cultivators are in Court, before whom depositions are taken.

HOSAINBUX, Sheikh, age 40 :—

I have cultivated for 25 years. Lumberdar could turn me out, or raise my rent, if he likes.

SEETAL, Bais, age 40 :—

I have cultivated for last three generations. I have had my own rent raised at times. Assamees didn't complain to the chukladar in my village. I have heard that such a thing has been done, but I can't tell who it was that complained. The lumberdar hence did turn us out during the Nawabee; he had the power to do so; he has *done* so; he turned *me* out during the Nawabee. I remained silent. I did nothing. Assamees have groves, &c. Old assamees don't pay light rates.

All assamees agree that this statement is correct. I ask any assamee to come forward and tell me if he pays a light rent, or has a right of occupancy in virtue of being an old assamee; some will come forward; they acknowledge that the lumberdar can do as he likes.

Camp Nisghur,  
the 20th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Village Bala, Pergunnah Roy Bareilly, Tehsil Roy Bareilly, mufed.*

Lumberdar Sheodeen and Seetulbux Rughbunsia.

Some 70 men, said to be old assamees by the Sudder Moonserrim, surround my *shimana*.

Depositions are taken in open Court before all.

KOILER, Lodh, age 40 :—

I have cultivated for 12 years in the village. Zemindar can raise our rates; can turn us out; we have no remedy. Old and new assamees pay same rates; old assamees have no rights of any kind.

MADAREE, Brahmin :—

Gives exactly the same answer as Koiler; declares assamees never complained to the chukladar.

I asked all the cultivators in Court, and they all unanimously agree to the truth of these statements.

No assamees will make any objections when asked, nor will any claim any rights in virtue of old possession; they allow the full power of the lumberdar, so it's useless recording any more statements in the same words.

I can find no trace of a tenant right here.

Camp Nisghur,  
the 20th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Mouzah Kullianpore, Pergunnah Dhoondia Khera.*

Putwaree Toolsee in Court. Putwaree since 1269 Fuslee.  
Several assamees seated before my shimana.

GUNGGOA, Kachee :—

I have cultivated for 10 or 20 years; my ancestors did not cultivate. The village belonged to Watoo Sing, zemindar. The village was in the talooka of Rambux. If my rent was increased in the Nawabee, I fled elsewhere. The zemindar never turned me out, but I fled if he asked too much. I had no rights during the Nawabee.

SHEOKA, Kachee :—

If the zemindar asked too much, I fled; I couldn't refuse to pay and still cultivate. assamees never went to the chukladar. I have no groves; I have no rights. Rent was paid, as usual, on fields by new or old assamees.

GUNGA, Aheer :—

We have cultivated for three generations. If the zemindar asked too much, I should have had to flee, but he never did take more. I have no right in the land; zemindar had right to turn me out. I have a grove; we planted the grove; I can't tell under what conditions. The trees are scattered; we have cut the trees. If we left the land, we retained the fields. We left the fields four or five years; why, I can't tell. I am 30 years of age.

KULLGOA, Aheer :—

I have cultivated 12 years. Zemindar could turn us out if he liked. We paid the same rent during the Nawabee. We fled once because the zemindar asked too much. We have some churrie; it goes with the field; we lose it if we abandon the field.

*Remarks.*—It is very evident that there are no tenant rights in this village; no one pretends to have any whatever.

Camp Buxa,  
the 23d Dec. 1864.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Mouzah Ramner, Pergunnah Dhoondia Khera, Zemindaree of Eais Sheopcrshad and Murdeen, mufied village.*

The Putwaree tells me that five or seven old assamees have come; there are others standing by. I question all at once.

JEWRAKHEEN,

JEWRAKHEEN, Kachee, SHEOMO and SABOO, Pandey, DONGA SING, Chohan, SHEODEEN, Purriar, CHURATIEE, Pasce, and KUSOOA, Pasce, state in open Court :—

We fled if the talookdar or zemindar took too much into the Rajah's talooka. We came back when talookdar promised not to be extortionate. We have never been to the chukladar, nor do we know of any assamees going. We have *heard* that our ancestors *did* go. A Brahmin or a Thakoor, relative of the zemindar, would hold his grove even if he lost his field, but a mere cultivator lost both together. The talookdar or zemindar had full power, and no assamee had right in the *land*. Brahmins or any assamee could cut dry wood, but not green. The talookdar never took *produce*, even the "Subana" produce. We get the grove to induce us to cultivate. A new assamee taking an old field would pay somewhat less, because the old assamee had gradually been worked up to his present rent.

*Remarks.*—No trace of tenant right; evidently, Brahmin and Thakoor held a certain position, especially as regarded groves, owing to their caste or brotherhood.

Camp Buxa,  
the 23rd Dec. 1864.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Mouzah Singrampore, Pergunnah Dhoondia Khera, Khur.*

Village was formerly in Baboo Rambux's talooka; now given to Rajah of Norawun.

SUNKHUTRA, Sookul :—

We have cultivated for 40 years; we have no shunkullup; we have a few trees and churrie, which we hold with our fields. We lose them if we don't cultivate; we held at an unvarying rate; we fled occasionally when others fled; we were allowed to hold at light rates because we were Brahmins. The baboo was "malik;" he could do what he liked; what could we do?

MISREE LALL, Sookul :—

I have cultivated for 25 years; first at Rupee 1, then at Rupees 1-8, later at Rupees 1-12. We have groves given by baboo; we would have retained the grove. We got it before the cultivated land because I was a Brahmin. If the baboo turned me out, I'd have gone to the chukladar; we complained at Lucknow occasionally when the chukladar held cutcha. The baboo never troubled us. Personally, I never complained, nor did I ever see any one complain. I can recollect 42 years back, and I never recollect any assamee complaining to chukladar. The baboo cherished us because we were Brahmins.

THAKOOR, Kachee :—

I have cultivated for 35 years at least I recollect back that time. The baboo never did take more. The baboo had power to take; I had no right whatever.

LILLOO, Aheer :—

I had no right; cultivated 20 years. I fled if baboo wanted too much. I did once. I never went to the chukladar. How could I go to the chukladar?

UNGUD, Gureiria :—

I had no right. I'd have fled if the baboo took too much.

*Remarks.*—I see no trace of a tenant right here. The Brahmin claim is founded solely on his caste, and in virtue of gift by the talookdar.

Camp Buxa,  
the 23rd Dec. 1864.

(Sd.) G. L. LANG,  
Ass'tt. Settl. Officer.

*Village Kullianpore, Pergunnah Patun, a zemindaree mufied village.*

Lumberdar Sheogulam in Court.

Baijnath, putwaree, in Court, says his ancestors have held the office for four generations before him.

He cites Bhowna as an old Aheer assamee.

BHOWNA, Aheer, states that—

He has cultivated since the village was founded. His ancestors held much land. When his father died, many years ago, he could not manage so much. Has held 10 beegahs for last 25 years. The former cultivator was a Rabtore; he paid Rupees 44 on his land. Little advances were made, one or two annas per Rupee, till at last it has become Rupees 74. He paid Rupees 74 during the Nawabee; has paid Rupees 74 for 12 or 13 years. Zemindar could turn him out. In Nawabee no one would attend to a complaint. Is not aware of any assamees ever complaining to the chukladar. Has groves, seven beegahs, given him by the bais. Can cut the groves. Doesn't cut green trees; takes what falls or dries up. There are mangoes and "mhowa;" the zemindar takes half mhowa, but doesn't touch mangoes. Assamees do cultivate groves, but zemindars do not take rent. Lumberdar could take back the land if there were no trees on it; he could hold grove even if he left off cultivating; if he left the village, he got the grove back when he returned.

SHEMILTUR, Oojagur, Rabtore, states:—

We have cultivated for generations. I have held 13 beegahs for last 15 or 16 years. I used to pay Rupees 60, and now pay Rupees 63. Rent was put on a few years back since annexation. In the Nawabee the rent was continuous. If zemindar asked too much we would go to the chukladar, but the chukladar never heard the complaint of an assamee. The zemindar would take what rent he likes. Assamees had no right but that of cultivating. The fact was, during the Nawabee the assamee was necessary to the zemindar, and he could never turn him out. I have one and a half beegah bagh given me by the bais. We never cut green wood; we get dry wood; zemindar don't cut green trees. The trees are mangoes and a few mhowa; zemindar takes half mhowa, but no mangoes. If we flee the village, the zemindar would take the grove; but the zemindar would give me back the grove if I returned. If I left off cultivating, the zemindar would not turn me out of the grove.

Lumberdar shows a tunka of 1261 Fuslee, showing rent at Rupees 41 and an entry of Rupees extra.

(Oojagur says this is correct.)

Lumberdar shows putro of 1259 Fuslee, seven and a half beegahs at Rupees 26 and two Rupees seven annas extra; 1260 Fuslee 11 beegahs at Rupees 39 and two Rupees extra.

Oojagur allows that every year a little *was* added; that rent did *not* remain the same; sometimes extra land was given him to cultivate after the rents had been entered in the papers.

Shemiltur, an old assamee (Rabtore), tells just the same story; says he could not get back his land if the lumberdar turned him out; had to pay what extra the lumberdar chose.

NAMDAR, BHAI, of Jewrawun, who has cultivated for three generations, says:—

Lumberdar had power to put on what he liked; I would flee if I couldn't pay.

The chukladar would not hear an assamee; an assamee had no rights whatever.

DONGA, Bajpaice, says:—

I am an old cultivator. If the zemindar asked too much, I should have to pay. The zemindar would not turn me out, because I am a Brahmin. If he chose to take away my field he could do so.

JUGUL KISHORE, Banoorjeea:—

Zemindars could take extra rent, or turn me out, if they liked. They would not turn me out of my house, simply because I'm a Brahmin and wouldn't go.

LALLA,



LALLA, Brahmin :—

Zemindar used to take extra each year, but never turned me out.

NANKA, Aheer :

Zemindar could turn me out of the field if he liked.

*Remarks.*—I see not a trace of tenant-right here. Every assamee allows that a zemindar could raise the rent every year if he chose, and did do so ; moreover, that the assamees have no remedy whatever. The remarks about groves tells much the same story as usual, i.e., that zemindars didn't interfere with groves as a rule, but took half mhowa produce. Zemindars never took any rent on cultivated groves, and would generally allow a resident assamee to retain his grove even if another tenant took the land.

Camp Pabrowlie,  
the 10th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Mouzah Moosapore, Pergunnah Surainee, Nankaree Talookdaree village, Thakoorain Achul Koonwur.*

There are some 36 assamees present, and they are classed as follows :—

1.	Hookumchund Kyeth, Chupperbund	...	...	20 years.
2.	Sewdeen Koormee, ditto	...	...	50 do.
3.	Tejee Patock, ditto	...	...	20 do.
4.	Kampta Dooby, ditto	...	...	100 do.
5.	Bullee Bhat, ditto	...	...	40 do.
6.	Issoree Nao, ditto	...	...	50 do.
7.	Byrie Patock, ditto	...	...	15 do.
8.	Moona Lall Kyeth, ditto	...	...	30 do.
9.	Gyadeen Koormee, ditto	..	...	60 do.
10.	Madhoo Dooby, ditto	...	...	100 do.
11.	Pershad Koormee, ditto	...	...	50 do.
12.	Koday Moraie, ditto	...	...	50 do.
13.	Likhaie Koormee, ditto	...	...	15 do.
14.	Bainee Misser, ditto	...	...	20 do.
15.	Ungunee do. ditto	...	...	20 do.
16.	Tooniang Nao, ditto	...	...	40 do.
17.	Hureerain Patock, ditto	...	...	60 do.
18.	Jowahir Koormee, Paikasht	...	...	20 do.
19.	Lulloa Papee, Chupperbund	...	...	40 do.
20.	Umbka Nao, ditto	...	..	40 do.
21.	Aman Sing Gour, Paikasht	...	...	25 do.
22.	Joogloo Tewarry, Chupperbund	...	...	40 do.
23.	Bhyroo do. Paikasht	...	...	20 do.
24.	Jhuggun do. Chupperbund	...	...	50 do.
25.	Sumkutta Papee, ditto	...	...	40 do.
26.	Foorzut Koormee, Paikasht	...	...	25 do.
27.	Juggurnath Patock, ditto	...	...	15 do.
28.	Binooa Koomhar, Chupperbund	...	...	25 do.
29.	Oomaid Dooby, ditto	...	...	25 do.
30.	Sewdeen Koormee, Paikasht	...	...	15 do.
31.	Punchee do. ditto	...	...	15 do.
32.	Sewdeen do. ditto	...	...	20 do.

The above claim to hold the land they originally held at the same rates from the first. They are examined and reply as follows :—The rent they pay is the full rent of the land ; it is rack-rented. Three men say that, in addition to their old land, they have received new land.

No. 16, TOONIANG NAO states :—

He has eight beegahs old cultivation at Rupees 14-4, and four beegahs new at Rupees 14 ; the new is the better land ; the old pays all it is worth. He is village barber ; in exchange for that work he has two beegahs of grove ; receives grain from the people for his work.

No. 20, UMBKA NAO states :—

He has four and a half beegahs old cultivation at Rupees 10, and eight beegahs new at Rupees 14-8; the old land is the best, and both pay full rates.

No. 4, KAMPTA DOOBY states :—

He has 39 beegahs 15 biswas at Rupees 109-4, of old cultivation, and two beegahs new at Rupees 2; pays full rates on his holding.

Kampta Dooby, who seems to be a sort of spokesman for the rest, says that the talookdar can raise their rents if the Sirkar would allow him; he had often complained in the Nawabee that his rent was too high, but no one would hear him. The talookdar could oust assamees in the Nawabee if he liked, but he never did so as long as they had ploughs and bullocks. When they lost them he turned them out. He complained to both the Chukladar and the Nazim without effect; never heard of a punchayet being assembled to fix an assamee's rent.

All concur in these answers.

They further state that the puttass were annual; that when the puttass were given out, sometimes more was demanded; if the assamee refused to give it he left the land, and either it would be given to some who agreed to pay the new rent, or, if no one came forward, it was given back to the old assamee at the old rent. In their case, after the land lying for about 10 days, they got back their land at the old rate.

1. Ghirdharry Kyeth,	Chupperbund	...	...	100 years.
2. Boodhoo Patock,	ditto	...	...	60 do.
3. Rambuksh Tewarry,	ditto	...	...	25 do.
4. Bhowaneeden Kyeth,	ditto	...	...	50 do.
5. Umbka Patock,*	Paikasht	...	...	5 do.

\* This man is deaf, and, besides, only five years a Paikasht tenant.

The above have had both their lands and their rents changed; they acknowledge that the talookdar could change their lands or increase their rents if he chose.

*Opinion.*—It is quite clear there are no tenant-rights in this village. They all declare that the rents now stand at the highest figure, and the course which the assamees, who state their holdings and rents have never varied, describe as having been taken at the giving out of those puttass from time to time show clearly that the custom was for the Talookdar, by competition, to ascertain the market value of his land; if it had no higher market value, the old tenant got it at the old rate.

(Sd.) J. F. MACANDREW,  
Settlement Officer.

The 14th Jan. 1865.

*Mouzah Hurchundpore, Pergunnah Roy Bareilly; Coparcenary Zemindaree, Kyeth.*

Eighteen assamees present themselves; they are divided into two classes :—

1. Gowree Shunkur Tewarry,	Chupperbund,	5 generations	...	...	Jumai.
2. Hurlpershad Misser,	ditto	3 ditto	...	...	Do.
3. Gheesa Moraie,	ditto	2 ditto	...	...	Do. and Ghullai.
4. Jyram Tewarry,	ditto	5 ditto	...	...	Jumai.
5. Khoshiall Moraie,	ditto	2 ditto	...	...	Do. and Ghullai.
6. Jorakun Tewarry,	ditto	4 ditto	...	...	Do.
7. Ramnewaz Sokul,	ditto	3 ditto	...	...	Do.
8. Daveedeen do.	ditto	3 ditto	...	...	Do.
9. Mendallal Tewarry,	ditto	5 ditto	...	...	Do. and Ghullai.
10. Tora Aheer,	ditto	40 years	...	...	Do. ditto.
11. Dhinwa Passe,	ditto	20 ditto	...	...	Do. ditto.
12. Raoteeram Sokul,	ditto	6 generations	...	...	Jumai.
13. Bhowaneebuksh Tewarry,	ditto	7 ditto	...	...	Do.
14. Bhowaneeden Sokul,	ditto	5 ditto	...	...	Do.
15. Paim Aheer,	ditto	40 years	...	...	Do.

The above have always held the same lands, but their rent has varied.

1. Gungadeen Dooby,	Chupperbund,	6 generations	...	...	Jumai and Ghullai.
2. Poorsut Moraie,	ditto	3 ditto	...	...	Jumai.
3. Motee Lal Kyeth,	ditto	3 ditto	...	...	Do.

The land and rents of the above have both altered. The whole disclaim any proprietary right, but some have baghs and wells.

They

They all acknowledge the right of the zemindar to raise their rents or oust them at pleasure. They say they have a right to cultivate under their puttass, but they get them yearly, and when the puttass are given out the zemindar has a right to raise the rent or change the land if he pleased. The cultivator can always refuse it.

Jyram Tewarry, No. 4, of the first class, acknowledges the above was the case in the Nawabee, but now it is according to the order of the sirkar; cannot say that he heard of any order being issued on this subject.

All state that the rents are not raised simultaneously or at an uniform rate.

Some are asked their rents.

No. 13 holds 4 Beegahs Jumai @ Rupees 14.

" 14 " 4 $\frac{1}{4}$  " " @ " 25.

" 8 " 5 $\frac{1}{2}$  " " @ " 12-8.

" 5 " 2 $\frac{1}{4}$  " " @ " 11.

" 10 " 5 " " @ " 21.

The putwaree and zemindars state that the dihi beegah is 18 $\frac{1}{2}$  biswas. The above holdings are given in dihi beegahs, and vary considerably.

There are no paikashit cultivators in the village; they say that a new man coming into the village would have to pay more; the zemindars let off the old assamees rather more easily.

They say there are about 80 assamees besides nulwars, and there are 194 beegahs seer out of 706 cultivated, besides maafee. The whole village is cultivated. From this it would appear new men were not likely to come.

*Opinion.*—There is nothing more to be got out of the people, and there is no trace of tenant right in this village. I know the village which belongs to Kyeth community. There is an immense number of sharers, and they supply the canoongoes of the pergunnah. The village is highly cultivated; the people speak out freely, and have evidently no idea that any right pertains to them beyond their puttass and their baghs.

(Sd.) J. F. MACANDREW,  
Settlement Officer.

The 25th Jan. 1865.

*Mouzah Umbara Puchim, Pergunnah Dalmow, Talookdaree Rana Shunkur Buksh, Pookhtadaree Zalim Sing or Bais.*

There are 47 old Assamees, who appear; they are divided into three classes:—

1. Loknath Tewarry,	Chupperbund,	7 generations	...	...	Jumai.
2. Dwarka Bajpai,	ditto,	5 ditto	...	...	Do.
3. Teeka Aheer,	ditto,	2 ditto	...	...	Do.
4. Bindadeen Tewarry,	ditto,	5 ditto	...	...	Do.
5. Ramchurn Ditchit,	ditto,	6 ditto	...	...	Do.
6. Bindooa Aheer,	ditto,	25 years	...	...	Do.
7. Bhola ditto,	ditto,	2 generations	...	...	Do.
8. Drigpal Chowhan,	ditto,	7 ditto	...	...	Do.
9. Durshun ditto	ditto,	7 ditto	...	...	Do.
10. Bishnath ditto	ditto,	7 ditto	...	...	Do.
11. Sheopershad Sookul,	Paikashit,	13 years	...	...	Do.
12. Shunkur Gowtum,	ditto,	12 ditto	...	...	Do.
13. Moonooa Aheer,	Chupperbund,	30 ditto	...	...	Do.
14. Punchum ditto,	ditto,	2 generations	...	...	Do.
15. Seetul Deen Dooby,	Paikashit,	17 years	...	...	Do.
16. Dhinooa Aheer,	Chupperbund,	2 generations	...	...	Do.
17. Sunkutta ditto,	ditto,	3 ditto	...	...	Do.
18. Poosoo ditto,	ditto,	15 years	...	...	Do.
19. Ghyra ditto,	ditto,	25 ditto	...	...	Do.
20. Newla ditto,	ditto,	20 ditto	...	...	Do.
21. Augnoo Kahar,	Paikashit,	18 ditto	...	...	Do.
22. Jhoor Dooby,	ditto,	25 ditto	...	...	Do.
23. Seetul Pasee,	Chupperbund,	20 ditto	...	...	Do.
24. Sewchurn Nao,	Paikashit,	15 ditto	...	...	Do.
25. Gungoo Aheer,	Chupperbund,	2 generations	...	...	Do.
26. Bhikaree Ditchit,	Paikashit,	17 years	...	...	Do.
27. Nunkooa Aheer,	Chupperbund,	18 ditto	...	...	Do.
28. Makhun Dooby,	Paikashit,	10 ditto	...	...	Do.
29. Kulkowa Pasee,	Chupperbund,	20 ditto	...	...	Do.

The above state that neither their land nor their rent has ever altered.

1. Humunchul Tirbaidee,	Paikasht,	30 years	...	...	Jumai.
2. Mohesh ditto,	ditto,	10 ditto	...	...	Do.
3. Buldoo Chowhan,	Chupperbund,	7 generations	...	...	Do.
4. Nidhan Aheer,	ditto,	18 years	...	...	Do.
5. Lullaie Dooby,	Paikasht,	25 ditto	...	...	Do.

The above state that their rent has varied, but their land has not.

The other 13 state that both their lands and rents have varied.

They all state that in the Nawabee the Zemindar could do as he liked, either raise the rents or oust them, but that he cannot do so under English rule.

When asked why he cannot now, No. 1 of Class 2, Humunchul Tirbaidee, says he gave a sowal at Bareilly some four years ago, that he had been ousted, and he was put back in possession.

HUMUNCHUL, Tewary, examined.

The land was only cultivating land; he had no other right. The pookhtadar wished to oust him. The reason was, he wished to increase the rent. He had nine beegahs cultivated, and one and a half beegah churrie; the rent was Rupees 18; the zemindar wanted Rupees 21; he now pays Rupees 18. When he first got the land he paid Rupees 15. Does not know why the order was given that his rent should not be raised. The zemindar wanted the increase in Assar, when the puttass were given out. He complained in Sawun.

The above case is the reason why they say rents cannot now be raised; all concur.

Old assamees pay much higher rents than new for the same land.

Brahmins and Chuttrees generally have baghs in this village. They also pay less rent, because they don't cultivate with their own hands.

Chupperbund pay higher rents than paikasht cultivators. Nidhan Aheer, No. 4, Class 2, says the paikasht cultivators have the game in their own hands.

The whole of Class 1 state that their holdings pay full rates, with the reservation above in favour of Brahmins and Chuttrees. The Brahmins and Chuttrees of this class state that their land would not fetch more among men of their caste.

*Opinion.*—There is no trace of any claim to cultivating rights in this village during the native rule. The assamees admit they had none. As to the case alluded to by Humunchal Tirbaidee as establishing a right to fixed rents under British rule, it will be called for and extracted.

The 25th Jan. 1865.

(Signed) J. F. MAC ANDREW, Capt.  
Settlement Officer.

94461

*Mouzah Umbara Puchim, Pergunnah Dalmow.*

The case alluded to in these proceedings has been called for and examined. It appears that Humunchul Tirbaidee, a paikasht cultivator, who stated that he had got a decree by which his rent could not be raised, filed a petition complaining of being ousted on the 1st August 1859. On this an order was passed by the Extra Assistant Commissioner to the tehsildar for enquiry as to why plaintiff was ousted, if he was, as he said, an old cultivator. The tehsildar reported that the parties had settled the case by razeenamahh, and the proceedings were sent to the records.

The 14th Feb. 1865.

(Signed) J. F. MAC ANDREW, Capt.  
Settlement Officer.

*Mouzah Rampore Nyestha, Pergunnah Kheron, Talookdaree Village, Juggernath Buksh Simree.*

This village is held in lease by a Bais, who has got a sub-settlement.

GOKHA SOOKUL, son of BAIHOO.

1. Q. Are you an old zemindar of this village?—A. No.
2. Q. Have you any shunkullup or other proprietary right?—A. I have four beegahs shunkullup, nothing more.

3. Q. Besides shunkullup, have you any claim?—A. I claim the right to cultivate six beegahs dihi. One beegah of my cultivation has gone into the public road.

4. Q. Do you claim to cultivate at a fixed rent?—A. The land is ghullai.

5. Q. What is the Buttai?—A. Half and half.

6. Q. If the talookdar wished to make your holding jumai, what would you do?—A. I would either leave it or complain to the Sirkar.

7. Q. What would you have done in the Nawabee?—A. I would have complained to the Hakim.

8. Q. Would he have listened to you?—A. The case never occurred to me. I never heard of his having decided such a case in my life.

9. Q. Could the talookdah have turned you out in the Nawabee?—A. No, he should not.

10. Q. If he did, what would you have done?—A. I would have complained to the Hakim.

11. Q. Would he have listened to you?—A. I can't say; I don't know of any instance in which he gave an order in such a case.

12. Q. Had you any remedy in such a case?—A. If the Hakim would not hear me, none.

13. Q. Are you aware that it was the custom of the country to assemble punchayets to determine questions of proprietary claims to land?—A. Yes, I am.

14. Q. Have you ever heard of a punchayet being assembled to fix a cultivator's rent, or to decide a dispute where he complained of having been ousted by his landlord?—A. No, I have not.

15. Q. Do you consider, if you paid a less rent than the value of your land, the lumberdar has a right to raise it?—A. Formerly he had the right; now he has not.

16. Q. Why has he not that right now?—A. In the Nawabee he could have beaten me, and turned me out; now he cannot do so.

17. Q. Have you always held the same land?—Yes.

18. Q. Have you always paid the same rent?—A. Up to the death of my father I always paid Rupees 2-8 a beegah; at my father's death I was a boy, and not being able to arrange with a mahajun, I had the rent made ghullai; it has since remained unaltered.

[The account is made up for 1271 Fuslee, and it gives from the putwaree's account Rupees 14-0-6 as the ghullai rental of the six beegahs, rather less than the old jumma rental.]

19. Q. How long have you been in the village?—A. One hundred and fifty years. My grandfather first settled in the village.

20. Q. Do you consider the talookdar has a right to make your land jumai, and raise its rent?—A. Yes, he is owner; but if he did, I would not cultivate.

21. Q. Do Brahmins and Chuttrees pay less rent in your village?—A. Those high caste cultivators who don't cultivate with their hands pay lighter rents. This is the custom of my village.

22. Q. Do new or old cultivators pay less in your village?—A. Old pay less.

23. Q. Do chupperbund or paikasht pay higher?—A. Paikasht pay higher.

The rest of the cultivators who in the sudder moonserrim's list are entered as over 12 years are called; their names are—

	JUMAI. Beegahs.	GHULLAI. Beegahs.		
1. Thakoor Ditchit	- 3	12	-	5 generations.
2. Guneshee ditto	- 5½	—	-	2 ditto.
3. Purmeshur Pandy	- 6	14	-	3 ditto.
4. Thakoor Moraie	- 4½	5	-	30 years.
5. Suddai Aheer	- —	10	-	30 ditto.
6. Kesra Aheer	- —	7	-	40 ditto.
7. Nundee Tewarry	- —	6	-	30 ditto.
9. Anoopu Pasee	- —	5	-	3 generations.
10. Bhikaree Sodha	- —	14	-	25 years.
11. Bhona Koree	- 2-10	5-10	-	50 ditto; father.
12. Purshad Sing Bisen	- 7	—	-	15 ditto.
13. Poorun Aheer	- —	8	-	12 ditto.
14. Jitooa Morai	- 2	3	-	30 ditto.
15. Juggurnath Misser	- —	9	-	20 ditto.
16. Durbaree Sookul	- 3-10	5	-	35 ditto.
17. Seetul Sookul	- 5	2	-	20 ditto.
18. Gungadeen Moraie	- 4	4	-	20 ditto.



In answer to question 2, the first five claim rights in groves.

All claim cultivating rights.

Q. Of the above those who have money rent holdings are asked if their rent has ever been increased?—A. No, they have not.

The ticcadar admits that this is the case. The whole of the above deny the right of the lumberdar to raise their rents.

BISSESHUR SING, Bais Pookhtadar.

Q. Do you admit what the assamees say?—A. No, I do not. I have the right to raise their rents.

Q. The assamees are asked what they would do if he raised their rents?—A. They would complain, and if they got no redress, they would leave.

Q. Thakoor Ditchet is asked whether, if Anoop's rent was raised, he would throw up his jote and leave the village?—A. No, I would not; why should I do so? It is time enough for me to throw up when my own rent is raised.

Q. The whole are asked if in the surrounding villages it is the custom not to raise a man's rent?—A. They all answer that they know nothing about the surrounding villages.

Q. Can you name any zemindar in Baiswarra who will admit what I say?—His zemindar, Chumput Sing, will admit it.

CHUMPUT SING is called.

Q. Do you admit that a zemindar has no right to raise the rent of an old cultivator?—A. The land pays its full rent; there is no room for an advance of rent.

Q. If the land is worth more than they pay, are you debarred from raising their rent because they are old cultivators?

For some unexplained reason Chumput Sing will not answer this question.

The lease is in the name of Bisseshur, the son of Chumput.

I can get nothing out of this village. There is evidently a very good understanding between the pookhtadar and the assamees, and neither the one side nor the other will refer me any witnesses arbitrators, or anybody, to prove what they say.

This is a village in which three-fourths of the holdings are a half and half buttai. It is undoubtedly true, however, that the jumai holdings, such as they are, have been held for a long time at an unvarying rent; only two men, however, of those examined professed to hold land jumai only. The majority, nearly all, in fact, hold ghullai only, and of those who hold jumai the vast majority hold ghullai also. Under these circumstances, the fact of the jumai rents not having varied may go for what it is worth. As to the ghullai rents, their very nature is variable, and in this village they are fixed at the highest proportion known in this district. The conduct of Chumput Sing I find it difficult to explain; but as he was evidently on the best of terms with his people, I imagine that, as he could not deny that the jumai rents had not varied, and as he was unwilling to raise them, while he did not admit their right to hold at a fixed rate, he would not answer the question. The son denied the claim most energetically. As neither party could refer to any authority, and the assamees disclaimed a reference to the custom of neighbouring villages, there was no means of deciding the question. It appears, however, from the putwaree's books, and also from the statements of the assamees themselves, that the jumai rents are the full rent of the land according to the standard of cultivation which prevails in this village, which is quite second class. I would remark that the evidence given by the assamees of this village as with the payments of old and new assamees and of chupperbund and paikasht assamees is quite at variance both with the evidence given in other villages and with the whole course of my enquiries into the subject of rents from the beginning. I do not consider the facts above stated amount to evidence of more than that the actual holdings in this village have not varied; the great bulk, however, being ghullai, the buttai being at the highest known rate.

(Sd.) J. F. MAC ANDREW, Capt.,  
Settlement Officer.

The 21st Dec. 1864.

*Mouzah Kutiamow, Pergunnah and Tehsil Roy Bareilly.*

There are no assamees who have cultivated for more than 12 years. Three assamees have come in who have cultivated for a long time, because they do service.

DIARAM, Koomhar, says:—

He holds land for making pots and pans, and got his land from the zemindar; he declares that the land has been given him for his services, and the zemindar couldn't turn him out.

BACHUN, Pasce, says:—

He is "bullehir," and gets land for service.

The third, I see, is not here; but enquiry in this village is useless, as this land is chuckrana land evidently, and there are no genuine assamees who fulfil the conditions required.

Camp Bheeturgaon,  
the 17th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

*Mouzah Pahoo, Pergunnah Kheron; Talookdaree Bhoop Sing; Cutcha.*

Gujadhur Dooby, the oldest cultivator in this village, is called. He claims the whole village, of which he says he is zemindar. He is dismissed, the enquiry not touching such claims.

MISREE, Dooby:—

Has been in the village about 600 years; has no proprietary rights of any kind, except one beegah five biswas of bagh. He has beegahs 2-12-7 at Rupees 11-1, his own cultivation, and he also cultivates as a thikaree in the talookdar's seer. He has not held the same land always, nor the same quantity. It was frequently changed, and by the talookdar. The rent has varied; it has been sometimes been lowered, and sometimes increased; it was lowered when it had been raised to a pitch we could not pay. Acknowledges the talookdar's right to raise the rent. Acknowledges his right to oust him. It was the custom to raise the rents at once rateably. This, however, only applied to those whose rents were low; the rents of those who paid full rates were not raised.

Q. In fact, were the rents not raised rateably all round, but only such as seemed to the talookdar to require it?—A. Yes, that is what I mean.

Issoree Pershad, mookhtar, says that the custom has always been to raise the rents according to the quality of the soil, &c. But all were raised at the same time on principle, however little it might be. This was always done. Cannot explain the principle. (Witness gives a variety of irrelevant reasons, but none to explain what he states is a fact.)

There are a hundred cultivators who have come up; they are divided into the following classes:—

1stly. Burrian Sing Chowan 80 years ago founded the Poorwa of Zaida Khera; he then received 28 beeghas at rupees 80. This land and rent have always remained the same ever since. The talookdar certainly could have raised the rent in the Nawabee, but he never did so; he settled 19 families in the Poorwa.

2dly.—1. Ousan Sing	-	-	-	-	4 generations	} Chowhan.	
2. Soujan Sing	-	-	-	-	4 do.		
3. Mattadeen Sing	-	-	-	-	300 years		- Rahtore.
4. Singram Sing	-	-	-	-	25 do.		- Bais.
5. Pirthee Sing	-	-	-	-	5 generations		Rahtore.

All the above state they have baghs, except No. 4. They all claim to have held the same land from the first at the same rent; neither has been altered. All acknowledge the talookdar's right to raise their rents if he pleases; he could also oust us if he pleased.

3dly.—1. Sudhoo Kachee	-	-	-	-	6 generations.
2. Loodooa ditto	-	-	-	-	6 do.
3. Beerbul Sing Chowhan	-	-	-	-	4 do.
4. Gujoo Kachee	-	-	-	-	4 do.
5. Doorjun do.	-	-	-	-	4 do.
6. Teeka do.	-	-	-	-	4 do.

8. Khoosial Kachee	-	-	-	-	20 years.
9. Oojagir do.	-	-	-	-	4 generations.
10. Surrubjeet Sing Chowhan	-	-	-	-	8 do.
11. Chunder Aheer	-	-	-	-	3 do.
12. Kisnoo Kachee	-	-	-	-	4 do.
13. Khurjee do.	-	-	-	-	4 do.
14. Purmeshurerdeen Bajpai	-	-	-	-	3 do.
15. Aghur Sing Chowhan	-	-	-	-	8 do.
16. Mattadcen Ditchit	-	-	-	-	7 do.
17. Lulluk Sing Chowhan	-	-	-	-	4 do.
18. Keerut Sing do.	-	-	-	-	4 do.
19. Murdun Sing do.	-	-	-	-	4 do.
20. Meherwar Sing do.	-	-	-	-	4 do.
21. Jeet Sing Chowhan	-	-	-	-	4 do.
22. Dhutten Kachee	-	-	-	-	5 do.
23. Bahadoor Sing Chowhan	-	-	-	-	8 do.
24. Abhman Sing do.	-	-	-	-	8 do.
25. Lochun Sing do.	-	-	-	-	8 do.
26. Looumbur Sing do.	-	-	-	-	8 do.
27. Gowree Sing do.	-	-	-	-	8 do.

All state they have baghs, except Nos. 8 and 22. They state they have held the same land since they came to the villages, but their rents have been changed, increased; They all disclaim any rights against the talookdar's will: he has the right to oust them if he pleases.

4thly.—All the rest.

Of these, 25 state they have baghs; the rest state they have none. All this class state that their holdings and rents have changed from time to time; they all admit that the talookdar can raise their rents and oust them at pleasure.

I have assessed this village, and I find that the rental is a full one. The only thing besides the seer holding which struck me as low was the goind of the chuttrees, and that is brought down by Burriar Sings holding, which is in the goind of his own khera.

There is no claim to cultivating rights of any kind here. Even Burriar Sing acknowledges that he holds by no right, and that his rent may be raised. I consider this a very strong case, for the men spoke out clearly, and were not afraid, as it appeared to me.

(Sd.) J. F. MACANDREW, Capt.,  
Settlement Officer.

The 10th Jan. 1865.

*Mouzah Ootra Gowree, Pergunnah Dalmow; Talookdar Rama Shunkur Buksh.*

This village is cutcha.

MUTTURWA, Aheer:—

1. Q. Have you any zemindaree rights in this village of any kind?—A. None.
2. Q. Have you any claim to baghs, or any other proprietary right?—A. None.
3. Q. What is your interest in the village?—I have 15 or 16 beegahs cultivation.
4. Q. How much rent do you pay?—A. Rupees 60.
5. Q. How long have you been in the village?—A. Three generations; my grandfather settled.
6. Q. Have you always held the same land?—A. No, it has been changed. I have held sometimes more and sometimes less, and the whole of the land has been changed.
7. Q. How about the rent?—It has changed, of course, according to the land, but I have always paid the full rent. They could not have got more for it.
8. Q. Have you any rights over this land?—A. What right have I? I have neither baghs nor nankar, but pay the full rent of the land.
9. Q. Do you dispute the talookdar's right to oust you at his pleasure?—A. How can I deny it? I cultivate what my master (sirkar) gives me.

I now call the rest of the old cultivators:—

1. Gujadhur Sing Chowhan	-	-	-	4 generations.
2. Goordut Sing Kuchooa	-	-	-	2 do.
3. Toolsee Malce	-	-	-	3 do.
4. Gungolee do.	-	-	-	3 do.

5. Boodhaie Mugta	-	-	-	-	3 generations.
6. Burriar Mooraie	-	-	-	-	2 do.
7. Thakoor Lodh	-	-	-	-	2 do.
8. Hoola Mooraie	-	-	-	-	2 do.
9. Dhoonia Lodh	-	-	-	-	25 years.
10. Lalla Burbhooja	-	-	-	-	2 generations.
11. Murma Aheer	-	-	-	-	2 do.
12. Dhineewa Lodh	-	-	-	-	20 years.
13. Bhowanee Nao	-	-	-	-	3 generations.
14. Bhyroo Aheer	-	-	-	-	2 do.
15. Bindah Ditchit	-	-	-	-	4 do.
16. Gowree Shunkur Pandy	-	-	-	-	15 years.
17. Rambuksh Lodh	-	-	-	-	25 do.
18. Koolia Lodh	-	-	-	-	30 do.
19. Mahmud Dome	-	-	-	-	30 do.
20. Tookundum Dooby	-	-	-	-	40 do.
21. { Chuttru Burai Mistree	-	-	-	-	14 do.
{ Mattadeen Dooby	-	-	-	-	
22. Nathoor Gurreria	-	-	-	-	30 do.

All concur in Answer 1.

To Answer 2 the following demur and claim baghs:—Nos. 1, 2, 5, 13, 15, 19, 22.

In this village Gujadhur Sing and Goordut Sing state that they hold their land at Rupees 2 a beegah, whatever land they may hold. Mahmud claims to hold at Rupees 3 a beegah, by virtue of having built a pucca well; his rent has not been raised since it was built, 30 years ago.

Bindah Ditchit says his rent has not been increased for 30 or 40 years, as it is not worth more; he pays the full rent.

Q. If you left the land and the village, could the zemindar get more for it?—A. No, he could not.

Toolsee Malee makes a similar statement, and accounts for it in a similar way.

Answer to No. 8.—They claim the right to cultivate at the rent demanded, but they have no claim to limit the rent; they call this (hukkashtkaree), that is, what they claim. And the above answer was concurred in by the whole body.

Q. to all. Do Chupperbund or Paikasht assamees pay higher rents?—A. Chupperbund.

Q. Do old or new assamees pay higher?—A. Old pay higher.

Q. Could the talookdar oust you in the Nawabce?—A. Yes, he could.

Q. Has the talookdar ever taken any of your land into his scer?—A. No, he has not.

Q. Do you consider he has the right to do so?—A. No, we do not.

Answer to No. 9.—The ryot is bound to pay the market price or quit the land. He cannot hold it if he does not do it justice. (The two chuttrees do not concur.)

#### GUJADUR and GOORDUT examined.

Q. Why do you claim to hold at Rupees 2?—A. On account of our caste.

Kootuboolhoda, mookhtar of the talookdar, states that the above men have no rights. Gujadur's brother is a servant of the talookdar's, and he has land favourably; in consequence Goordut's land is not worth more than Rupees 2 a beegah.

Both claimants acknowledge the truth of the above statement.

They state they have no rights in the village at all.

Q. Your story is different from what you told me before. Has anyone threatened you or used any influence to get you withdraw your claim?—A. No; we merely mentioned that we did not hold the plough. It was yourself who spoke of caste, and we said that was the reason we did not hold the plough; but we did not mean to say we had any rights except those of a cultivator.

Q. Exactly. What are the rights of a cultivator?—A. Plaintiffs state they are to hold as long as they pay their rent.

Q. But has he power to enhance your rent?—A. He has never done so; but he has added inferior land to our holdings, and charged Rupees 2 a beegah for that. Eight years ago he added three beegahs of churrie to Goordut's holding, and Goordut had to pay Rupees 2 a beegah for that as well as the rest.

Q. Has he ever added any land to your holdings that was worth more than Rupees 2 a beegah?—A. Never.

It is quite clear that no one in this village even claims any right at all, except a preference to hold at the market rate of the land, which is never denied them. The only case having any appearance of a claim is that of Mahmud Mugta, or Dome, who  
(290.)

claims to hold his land at Rupees 3 because he built a pucca well 30 years ago. The karinda says it is possible that it may be so, but claims the right to raise the rent notwithstanding. He allows that it is usual to make an allowance for some years in the way of not raising the rent; and if this man has enjoyed his land so long thus, it is probably owing to his profession. He is one of those men who accompany nautch girls; and if the kharinda raised the rent, they would not unlikely go direct to the talookdar and get it forbidden. Objects to take his case as an example. The man is engaged at weddings and all the merry-makings, and is no criterion of a cultivator. I certainly consider the above explanation provides for the case, and have to record my opinion that no trace of anything that can be called a right is to be found in the village. The utmost any one has asked is a preference to hold at the rent which may be demanded.

(Sd.) J. F. MACANDREW, Capt.,  
Settlement Officer.

The 20th Dec. 1864.

*Mouzah Bunemow, Pergunnah Kheron; Talookdaree village; Sirdar Sing Chundunia.*

The village is cutcha.

JUGGURNAUTH, SON OF GUNGA PERSHAD, Ditchit.

1. Q. Are you an old zemindar of this village?—A. No.
2. Q. Have you any shunkullup or other proprietary right of any kind?—No.
3. Q. What is your claim?—A. I claim 10 beegahs of grove and a right to cultivate 33 beegahs 16½ biswas dāhi.
4. Q. Do you claim to hold at a fixed rent?—A. No; the talookdar can raise my rent. Of course, if I did not agree to pay what he asked, he might give the land to another.
5. Q. Could the talookdar take 10 beegahs of your land away, and put it in his own seer?—A. No, he could not.
6. Q. In fact, you claim to hold 33 beegahs 16½ biswas as long as you pay the rent demanded?—A. Yes, that is my claim.
7. Q. If the talookdar dispossessed you, what would you do?—A. I would complain to you.
8. Q. What would you have done in the Nawabee?—A. I would have gone to the talookdar, and tried to get him to change the order.
9. Q. Then you allow he had the power to oust you?—A. Yes; but it is not right for him to do so.
10. Q. Has your holding been uniform, or your rent?—A. No; I have held sometimes more and sometimes less, at a greater and a lesser rent. I have not always held the same fields; sometimes one set, sometimes another.
11. Q. When did you settle in the village?—A. In the time of my grandfather, about 100 years ago.

These questions and answers are all written down in the vernacular, read out to Juggurnath before me, and he says his answers are correct.

The other cultivators of this village who are entered in the sudder moonserrim's list as above 15 years in the village are then called up, and the questions and answers are read out to them, and they are told to object if they find any of the answers do not apply to their case. This is done question by question, and they are asked at each. Their names are—

- |                     |   |   |                                |
|---------------------|---|---|--------------------------------|
| 1. Bhoput Misser    | - | - | 5 or 6 generations in village. |
| 2. Prag Tewarry     | - | - | 3 generations.                 |
| 3. Chundoo Dooby    | - | - | His father settled.            |
| 4. Tahai ditto      | - | - | 3 generations.                 |
| 5. Tewa ditto       | - | - | 3 do.                          |
| 6. Foorut ditto     | - | - | 3 do.                          |
| 7. Munnee Patock    | - | - | 3 do.                          |
| 8. Nundoo Tewarry   | - | - | 3 do.                          |
| 9. Boodhaie Kachee  | - | - | 13 years.                      |
| 10. Oolooa Pasee    | - | - | 20 do.                         |
| 11. Thookurwa Dooby | - | - | 3 generations.                 |
| 12. Jhola Passee    | - | - | 3 do.                          |
| 13. Munnaie Aheer   | - | - | 20 years.                      |

They agree to all the answers, except 11, to which their individual answers are

With reference to question No. 10, Munnee Patock says that he has held the same land since he came into the village, neither more nor less. His rent has, however, been increased.

Bhoput Misser states that he has held eight beegahs of the same land uniformly, but his rent has been raised. He has, however, held other land besides, in respect to which answer No. 10 is correct.

*Q.* I now call the Brahmins specially, and ask them, if a Brahmin, an Aheer, and a Kachee each got 10 beegahs of equal land for the first time, do they think any difference should be made in their rent?—No, there should not.

In answering this question they tell me that old cultivators pay more than new, but the old have compensation in baghs, houses, &c.; that the custom is for the zemindar to give land for baghs, not out of the jote, but other land, and it is not usual to increase the rent on the land on that account at the time.

*Talookdar's answer.*—The talookdar's agent says his master has the right of increasing the rent and of ouster at pleasure. He does not allow that his cultivators have any rights, not even to the baghs, against the talookdar's will.

The agent says that his master has not taken land from his assamees to turn it into his own seer in any of his villages. His seer is either old land, or land the assamees have forsaken.

He has never turned an assamee out of his holding, except because he would not pay the full rent of the land, or as much less as the talookdar demanded. High-caste men, who do not cultivate themselves generally, do not pay so much; consideration is shown to them.

*Q.* I then proceeded to ask the agent, if the assamee held 20 beegahs unirrigated at Rupees 2, and proposed to build a pucca well, which would raise the rent to Rupees 5 a beegah, what allowance he would make?—*A.* He would allow him Rupee 1 a beegah off the full rent for five or six years. He states that none of the assamees have ever done such a thing.

Sewa Dooby says he has built a well at a cost of Rupees 176-13 for four laos. His jote is 14 beegahs dihi, that is, 12 beegahs, 8 biswas, 3 biswansces jureebec. His rent is Rupees 66. He built the well alone of his own money. If the water is more than his own requirements, he would have no objection to his neighbour's getting some. He would not charge them anything for it. The talookdar gave him the wood to burn the bricks, but it was not enough. He has no promise that his rent will not be increased, nor any protection of any kind.

As the village comes in my way, in a day or two I will assess it and examine this well, and adjourn these proceedings until then.

(Sd.) J. F. MacANDREW, Capt.,  
Settlement Officer.

The 13th Dec. 1864.

This day I visited the village and saw the well, which is not first-rate workmanship; it is built of aghurree bricks, and could last perhaps 50 years. The owner is an elderly man, and I think the talookdar should give him a lease for his life. The well can permit four laos to be worked through. This is a bad year for water, and consequently they found two enough.

*Q.* I asked the assamees, you know that punchayets used to assemble in the Nawabee to determine proprietary right; did you ever hear of one assembling to determine a cultivator's rent, or to decide on the claim of a tenant ousted by his landlord to be put in possession?—*A.* We know they assembled to award the rights of zemindars, but never to settle rent, or to give possession to a man who had no proprietary rights.

(Sd.) J. F. MacANDREW, Capt.,  
Settlement Officer.

The 16th Dec. 1864.

It is quite clear that the assamees in this village do not claim anything beyond a right to cultivate at market rates; none pretend that they can hold at less than the full rent, but the agent says that men who do not plough are considered. These classess certainly pay less, as a rule, than Aheers, Lodhs, or Chumars, not to talk of Koormees, Kachees, and Mooraies; and they seem to be allowed this as a kind of courtesy to caste, or perhaps because they are very numerous here, and therefore their place could not be readily supplied, while more could not be got out of them, as their cultivation is notoriously inferior. It is, however, to be remarked that they do not even claim such a privilege in this village. As landlords never did oust their tenantry in the Nawabee, and



have no desire to do so now, there is nothing to try. They have certainly no established cultivating rights, nor do they say so.

(Sd.) J. F. MACANDREW, Capt.,  
Settlement Officer.

The 21st December 1864.

*Mouzah Kurranpore, Pergunnah Bachraon, Tehsil Hyderghur; Lumberdar of 1266;  
Rajah Biharee Lal.*

Biharee Lal got village by mortgage in 1248 from Fuslee Imam-ooddeen Sheikh, talookdar of Portendee.

A couple of dozen of old assamees are standing about my shimana, and the depositions are taken before all of them.

THAKOOR, Dooby, aged 62, states:—

My ancestors cultivated before me. We cultivate 5 beegahs at Rupees 24-12. Five years ago 20 annas were put on. During the Nawabee I never gave more, nor was my rent changed. I am pundit of the village.

KOILEE, Pasee; age 50:—

We have cultivated 30 years, 3 beegahs 7 biswas, at a rent of Rupees 6. Field is ek-tenafa, and my rent remained the same. The talookdar could do what he would; if the talookdar asked more, I should have to pay; he could turn me out if he chose.

GOORBUX, Chowan; age 50:—

I have cultivated long. The talookdar could turn me out during the Nawabee. I should have to go if he asked too much. The chukladar would hear an assamee, but personally I have never heard of an assamee who did complain. New and old assamees paid just the same rate. Old assamees had groves, &c.

SEOCHURN, Maleenow:—

My father cultivated before me. We should have to pay such rents as the talookdar chose, or we'd have to turn out. I have heard that chukladars would hear complaints of assamees, but I never heard of an instance of such a fact occurring.

I now ask general questions that any present may answer.

All allow that old and new assamees paid just the same; that the old assamees had no right, and would have to turn out, or give such rents as the zemindar demanded.

It is evident that not a trace of tenant right can be found in this village. The right of the zemindar to do what he will with the land is fully allowed by the assembled cultivators.

Camp Bheeturgaon,  
the 17th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settlt. Officer.

*Mouzah Punnai Boozoorg, Pergunnah Nuggur; Putteedaree (muftid) village.*

Gujraj and (Palawun Sing) Goolab in Court.

Buldee Sahai (putwaree since 1260) in Court.

Barmadeen Dooby.

Budloo Kachee.

Lalla Sookul.

Thakoor Tewarry.

Bunnea Teli.

Doila Kachee.

Baj Ditchit.

Budloo Tumbowlee.

Bokhur.

Porum Pasee, &c. &c.

These assamees, said to be old assamees of the village, in Court.

They say the zemindar had full power to take more than in the preceding years puttass, and that he did take more when he chose; he had full power to turn them out. The chukladar would never listen to assamees, and the assamees had no resource. Groves the zemindars didn't interfere with in any way. There was but little "mhowa," and the zemindar didn't touch that. If they fled the village, the zemindar took the groves, but would give them back whenever the owner returned.

Both parties agree so far, but a dispute arises as to whether the zemindar has power to take the land when the trees have fallen, or where but one or two trees remain.

Lumberdars,

Lumberdars, however, cite one instance of a grove having lost all its trees, and having fallen into their hands, notwithstanding that several relations of the old owner are in the village. However, it is evident, that Government would never recognise the right of an assamee to the land once occupied by a grove, and now under cultivation on a rent-free tenure.

Camp Pabrowlie,  
the 10th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

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*Village Rahwan, Pergunnah, and Tehsil Roy Bureilly, Talooka Husrapore; Talookdar Bishnath Buksh.*

Some 30 old assamees have come to my shimana. I take the depositions before all.

•  
ALEE SING, Bais, age 60 or 70:—

I have cultivated for 25 years; my rent was always the same, ghullai, *not* jumai; my land is poor land. The lumberdar could increase my rent or turn me out if he chose. Old and new assamees pay same rents according to value of land; old assamees have no rights.

(Those around are asked to make objection; they say the statement is true).

GUNPUT TRIMBUCK, age 40:—

We have cultivated for 50 years. Lumberdar has power to raise rent or turn us out.

KALKA, Gurteras:—

I have no zemindaree. Lumberdar can turn me out, or put a rent. New and old assamees are on just the same footing; give same rents.

MOKHUM, Bais:—

Assamees had no rights during the Nawabee, and the lumberdar could fix whatever rents he liked. In fact, an old assamee had no right more than a new one.

The assamees standing around agree that these answers are correct.

They seem to have very vague notions of proprietary right in groves. A respectable Bais as spokesman tells me (and the cultivators agree to his statements) that the lumberdar had full power over groves, and as he gave them, could take them away. The lumberdars never took rent from groves, nor did they often take away groves; but they had the power to do so, and in fact they acknowledge the *right* of the zemindar in the land whether cultivated or covered with trees, and they lay no claim to any *right* of any description as opposed to that of the zemindar.

No trace of *tenant* rights are to be found in this village.

Camp Jogapore Burgaom,  
the 18th Jan. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

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*Mouzah Buxa, Pergunnah Dhoondia Khera, Tehsil Berarum.*

TOOLSEE, Putwaree, in Court, states:—

I have served as putwaree since 1267 Fuslee. Dindyal was old putwaree.

DEEMA, Koormee, age 60:—

The zemindar, Desraj, Bais zemindar established my family in the village years and years ago. My ancestors didn't cultivate here. I have cultivated for 30 years. I cultivated a varying amount. There are some 10 beegahs that I have cultivated for 30 years: Guluga Khet, Gooria Khet, and Sirsahe Khet. I used to pay at Rupees 3 per beegah. We paid more or less. The zemindar had power to turn me out if he liked. If the zemindar asked too much, I turned out, and some one else cultivated. Old and new cultivators pay same rents. I have no rights whatever. No assamees have any rights. I have no groves, &c. In the Nawabee the zemindars held the village. Rambux did not hold it in his talooka.

GIADDEEN, Aheer :—

I have cultivated 20 years. I paid same rent, If the zemindar asked too much, I fled, and another cultivated. I didn't go to the chukladar. I have never heard of a chukladar hearing an assamee's complaint. The zemindar had full power to turn us out or to take more rent, at least in the Nawabee; *now* it is different. I have fled and left my fields because zemindars took too much. I couldn't refuse to give more rent if the zemindar demanded it. I had no rights whatever. I have no groves.

SEWRAWUN, Koormee :—

I have cultivated long. The zemindars took more rent from me in the Nawabee. If I didn't want to pay, I fled or left my field, and came back some months later. They don't take more rent *now*. I had some rights in the Nawabee. The zemindar gave me some mangoes. I have 10 or 15 trees. The zemindar, Mungul Sing, gave me the trees. In the Nawabee we never cut our mangoe trees. In the Nawabee the zemindar took the mangoes if he wanted to. Now the zemindars do not, since annexation. The zemindar gave us land to plant a bagh. We would not pay rent if we cultivated the grove. The zemindar gave us the land because we settled in the village. If we left, the grove reverted to the zemindar. If we didn't cultivate, we didn't hold the grove. I couldn't cut the mangoes, for we, Hindoos, never cut mangoes. My "churrie" is my grove.

*Remarks.*—I call on the cultivators sitting before me to produce some other old assamees. None care to come forward, and there must be some 50 or 60 men here. I have questioned three of the oldest cultivators, and not one of them pretend to have any right in virtue of occupancy. This village was a mufeid village during the Nawabee, and now is included in the rajah's talooka.

It is clear that no tenant rights existed in Buxar, also clear that groves were merely held by cultivators by favour, the zemindar giving land for groves simply to persuade cultivators to settle, the grove reverted to the zemindar if the cultivator left the village or ceased to cultivate.

Camp Buxar,  
the 23d Dec. 1865.

(Sd.) G. L. LANG,  
Asstt. Settl. Officer.

From Captain J. F. MACANDREW, Settlement Officer of Roy Bareilly, to F. O. MAYNE, Esq., C.B., Officiating Commissioner, Baiswarra Division.—No. 51, dated the 7th February 1865.

I have the honour to submit the proceedings of enquiry into the existence of tenant rights in 27 villages of the Roy Bareilly district in accordance with the Financial Commissioners' Book Circular No. 2 of 1864.

2. It will be observed that we have not only failed to discover the existence of such tenures during the King's time, but that the people do not even claim them, the only idea they have on the subject being that they have a sort of right to cultivate their holdings so long as they pay the rent which may be demanded. All do not even say this, and they acknowledge that the landlords could oust them nevertheless.

3. In no case have they appealed to any standard or custom by which their rents may either be fixed permanently or temporarily as fair and equitable. It is true that in some villages both holdings and rents have remained uniform for many years; this is not, however, alleged to be a right, but simply because the rents had reached the full value of the lands. In one of those villages, Mouzah Moosapore, Pergunnah Surainee, a custom is described by the cultivators as prevailing, which appears to me a regular attempt on the part of the landlord to ascertain the value of his land by open competition in the market.

4. The villages have been selected from each of the four tehsils, and comprise talookdaree villages, both pucca and cutcha, and of the three kinds, viz., talookdar's hereditary villages, "pergunnah" as they call them, villages which have been acquired by the talookdars, called "talooka," and villages which have been given them rent free as nankar deductions from their kuboolyuts in the King's time. Co-parcenary villages, both zemindaree and putteedaree, are to be found in the list.

5. Every exertion has been made to render the inquiry as full and fair as possible. It has always been conducted either by Mr. Lang or myself in the presence of the whole body

body of old villagers, who corrected each other's statements, and heard, consulted, and commented on what was going on. A list of the cultivators in the selected villages was made by the Sudder Moonserrim, and they were called before us from those lists; whatever any man chose to say has been recorded, and they were asked all the questions we could think of.

6. Under these circumstances, I have no hesitation in recording my opinion that tenant right did not exist in any shape under native rule in the Roy Bareilly District.

### INQUIRY INTO THE EXISTENCE OF TENANT RIGHTS.

*Hurdut Sing and Goindh Sing versus Sewdial Sing, Amber Sing.*

*Claim.*—Possession of three beegahs in Mouzah Nirthooa, Pergunnah Simrowta.

HURDUT SING, son of MUNGUL, Kunpooria, 20 years, says :—

He gave a petition in District Court because Goindh was sick. Goindh is the master.

GOINDH, son of BHOWANY BUKSH, Kunpooria, 46 years, says :—

Amber Sing, Sewdial, and Goindh had nine beegahs seer given by the Rajah Talookdah for former zemindaree rights. The rent was Rupees 4 per beegah. There was a punchayet about the rent three or four years ago. The nine beegahs have been held 30 years. The shares were at first :—

- |                  |   |   |   |   |                 |
|------------------|---|---|---|---|-----------------|
| 1. Gurwur Sing   | - | - | - | - | } Own brothers. |
| 2. Bhowany Buksh | - | - | - | - |                 |
| 3. Kooshal       | - | - | - | - |                 |

The three shared equally; they are dead. The heirs are—

1. Amber Sing, of No. 1 (defendant).
2. Goindh, of No. 2 (plaintiff).
3. Sewdial Sing (defendant).

Mungul also was the son of Bhowany Buksh, elder son. Hurdut is his son, and has a brother. He (Goindh) and Hurdut, hold in common. The three brothers first held in common, and then separated 30 years ago and got equal shares.

Defendants now hold the whole, and turned them (plaintiffs) out nine or ten years ago. Last year, on proclamation being made for persons to sue, the defendants admitted arbitration, and they (plaintiffs) were put in possession of three beegahs, viz. :—

1. Chowra  $1\frac{1}{4}$  beegahs (part of field).
2. Pipperha  $1\frac{1}{2}$  do. (Dibbree included).
3. Chowra aforesaid 5 biswas, which defendants cultivated.

They wished to settle among themselves. The punchayets were—

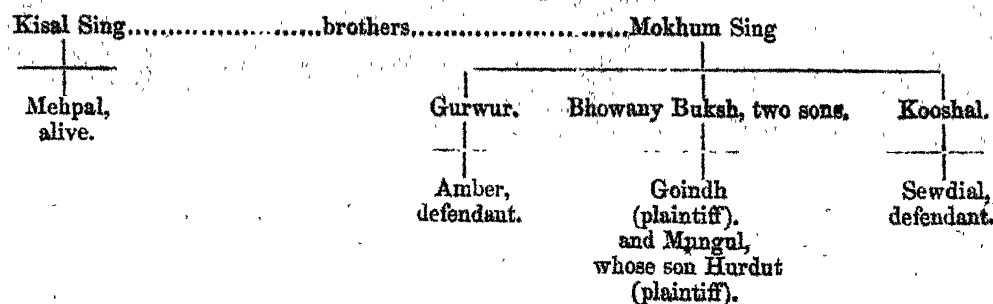
Mootee, of Nirthooa.	Goordut Gowtum, ditto.
Gujraj, ditto.	Buchchoo, Pundit.
	Randial, Pandy, Pundit.

The award is in district file.

Defendant, AMBER, son of GURWUR, aged 60, says :—

Has not taken any share from Plaintiffs; the land is not ancestral. Cultivates on a putta from the talookdar. This land was given for service. There are other fields held for zemindaree, viz., 10 beegahs held at Rupees 3 per beegah, in possession of Mehpal Sing, Amber, Goindh, and Sewdial.

#### Relationship.



it was taken away a century ago, and 10 beegahs given free of rent. Rent has been Rupees 3 per beegah since annexation only. Have not sued because the rent was imposed when they sued in District Court. In 1255 Fuslee they had a punchayet with plaintiffs about the 10 beegahs. Mehpal's share is one half; in the remaining half *Amber's* share is  $1\frac{1}{2}$ , and Bhowany Buksh (i.e. plaintiff) and Sewdial equal shares. *Plaintiff* Goindh. There are 10 beegahs nankar and 9 beegahs land held for service. All served equally, and therefore the three shares in this should be equal. Half the 10 held by Mehpal and 5 beegahs are held by plaintiffs and defendants. The rent is Rupees 3 per beegah. Rent was fixed by punchayet six years ago. Service to lumberdar closed at annexation. Did not sue for the beegahs to be free through fear of talookdar.

AJOODHIA, Karinda of RAJAH JUGMOHUN SING, Talookdar, says:—

The parties were old servants and held land on a service tenure. There was no nankar land, all for service. The service ceased and rent was put on. In 1266 Fuslee the parties complained, and rent was adjusted by punchayet. They had a great deal of land.

Q. What rights have the parties now?—A. Right to cultivate like all cultivators. *Plaintiffs and Defendants*, questioned regarding 10 beegahs rent-free, say, we have no puttass or documents regarding this land.

*Issues.*—1st, Whether the land claimed is part of land given in lieu of zemindaree rights.

2d, Whether the parties have a right to other lands free of rent in lieu of zemindaree rights, regarding which a decree should be given under Settlement Rules.

*Order.*—Numbers of fields required, and witness of plaintiffs to be summoned, also putwaree.

The 5th Jan. 1865.

(Sd.) J. PERKINS,  
Depy. Commr. and Settl. Officer.

THE parties refuse to name witnesses regarding the 10 beegahs nankar, and plaintiff refers to district file. File to be called for.

(Sd.) J. P.

16th January 1865.

#### PARTIES PRESENT.

BHOLA, Putwaree, of Nirthooa, age 35, solemnly affirmed.

Putwar since 1267 Fuslee, nine beegahs held by defendants, viz.—

				Beegahs.	Biswas.
Sewdial Sing, No. 1791	-	-	-	0	12
" 460	-	-	-	0	14
" 484	-	-	-	1	11
" 522	-	-	-	0	19
" 818	-	-	-	0	7
					4 — 3
Amber Sing, No. 797	-	-	-	0	18
" 1794	-	-	-	0	17
" 1792	-	-	-	1	7
" 437	-	-	-	0	13
" 438	-	-	-	1	6
					5 — 1
Total	-	-	-	-	9 — 4

They have long held this, i. e. so far as he knows. nankar, fields. Supposes the Rajah is the zemindar. say less.)

This is only "kasht kari," not (Witness knows little, and will

ZALIM, Kunpooria, age 65, solemnly affirmed.

Nine beegahs were given in chakeri to Kooshal, Bhowany Buksh, and Gurwur in common. They separated 30 years ago, and each took three beegahs. When service closed, they paid rent. Goindh bolted 8 or 10 years ago; returned. Punchayet recovered his three beegahs last year. Parties of his family, they all had zemindaree rights. Goindh had 10 beegahs nankar and three shares.

MOOTEE SING, Kunpooria, age 50, of Nirthooa, solemnly affirmed.

2. Was on a punchayet between parties in suit. They awarded three beegahs to plaintiffs, viz., Pippurha  $1\frac{1}{2}$  beegah, Chowra  $1\frac{1}{2}$  beegah, and Dibbree  $\frac{1}{2}$ . This was chakeri land. Plaintiffs paid Rupees 12 rent, Rupees 4 per beegah, to Amber Sing. Land has been held 100 years by parties. Plaintiffs got possession according to award, and they sowed in Asarh. Defendants first sowed "ghooyaees," and plaintiffs went and sowed mukrae. Sewdial (defendant) ousted plaintiffs.

GUJRAJ, Kunpooria, age 50, solemnly affirmed.

3. Lives in Nirthooa, punchayet of five in Chait; one award. Rajah Dirgbijoye Sing gave the three brothers, Gurwur, Bhowany, and Kooshal, 19 beegahs, 10 nankar and 9 service, and told two of them to attend on him, and one remain at home. The three separated, and three shares made. Punchayets awarded an equal share to each party, viz.—

Sewdial Sing	-	-	-	-	3 beegahs.
Amber Sing	-	-	-	-	3 do.
Goindh Sing	-	-	-	-	3 do.

Rent to be paid by each as lumberdar gets; also says as above witness. Rent has been Rupees 4 per beegah for 70 years. Chakeri ceased eight or nine years ago, at annexation; rent was not paid before, but each beegah was payment of Rupees 4.

*Punches* say they told the parties to share the fields; did not allot them. Judgment deferred.

The 16th Jan. 1864.

(Sd.) J. PERKINS,  
Depy. Commr. and Settl. Officer.

District file referred to throws no light on the subject. It was a claim regarding a large extent of land, and rent was adjusted by arbitration.

*Judgment.*—Plaintiffs claimed a third share of nine beegahs four biswas in Mouzah Nirthooa. This land is part of land given many years ago to Gurwur, Bhowany Buksh, and Kooshal, who were brothers, and from whom parties are descended. It is not clear whether or not they belonged to a proprietary body; but it is certain the land was given to them, and that they were to hold it free of rent on condition that they rendered service. The payment of service was at the rate of Rupees 4 per beegah, and this is the rent paid now that service has ceased. The plaintiffs have a right to one-third of this land. The brothers separated and received a third each. It seemed a doubtful point whether the parties had any permanent rights in the land, and if not, there was no case for a Settlement Court. The plaintiffs would have no *locus standi*, but on consideration I have come to the conclusion that the parties have a permanent interest in the fields. The land was given to them, and has been held at what may be called a fixed rent for many years; only the rent was remitted for service. The fields have not changed owners. There is no question of ousting them. The parties have been allowed to decide their own right in the fields by arbitration. This shows the status of parties. Arbitration is not resorted to where there is no proprietary right. I consider the parties entitled to hold the land at a fixed rent of Rupees 36 on the whole, and the plaintiff entitled to one third of the land. Before, however, giving a final decree, a notice will be served on the talookdar to show cause, within four days, why a decree should not be given.

The 17th Jan. 1865.

(Sd.) J. PERKINS,  
Depy. Commr. and Settl. Officer.



The talookdar replies in writing that he objects to the rent being fixed permanently at Rupees 36; that the land was given to them, and the rent remitted for service; but it will now bear a higher rent than Rupees 4, and he asks for full rent. The parties have not raised the question of rent, and it is consequently not absolutely necessary to decide on this point.

*Decree.*—I decree the right of occupancy at an equitable rent of nine beegahs four biswas (as per list filed) of land in Mouzah Nirthooa in favour of parties, and one-third of this as the share of plaintiffs.

The 23d Jan. 1865.

(Sd.) J. PERKINS,  
Depy. Commr. and Settl. Officer.

20th July 1864.

BENI MADHO BUKSH *vs.* KHODA BUKSH, Comedan.

*Claim.*—57 beegahs seer in Mouzah Burgarpore, Pergunnah Simrowta.

*Plaintiff* says he has always had 57 beegahs seer at a rent of Rupees 46-4: this was his zemindaree for centuries. In 1268 Fuslee defendant, grantee, ousted him from 39 beegahs. Is possessed of 18 beegahs, and pays Rupees 40 thereon.

*Vide proceedings in re claim to sub-settlement of same mouzah by plaintiff.*

*Defendant* not present.

*Plaintiff* not having filed list of fields, case is adjourned.

The 20th July 1864.

(Sd.) J. PERKINS,  
Chief Commr. and Settl. Officer.

2d August 1864.

*Defendant's Agent* got the estate in 1268 Fuslee.

*Plaintiff* then got putta for 24 beegahs at Rupees 51. He raised no claim; 18 beegahs were for Doorga Buksh, plaintiff's father, and six beegahs in his wife's name.

*Plaintiff* replies, he sued for seer in beginning of 1261 Fuslee, but father fell ill and he could not attend. In Kham tehsil he had 57 beegahs, and was made to pay Rupees 113-7.

SHEWDEEN SING, of Rewan, age 45, cultivator, solemnly affirmed.

Knows Burgarpore, and that plaintiff's father has had seer so long as he can remember. Used to rear; he had 57 beegahs; can't give rent; plaintiff's family had the village before; their own oxen used for ploughing; beegahs are pucca.

For Plaintiff

CHOKAY SOOKUL, age 36, of Rewan, cultivator, solemnly affirmed.

Corroborates.

Case adjourned till it can be taken up in pergunnah.

The 2d August 1864.

(Sd.) J. PERKINS,  
Depy. Commr. and Settl. Officer.

6th January 1865.

*Plaintiff* can't say what the area of land claimed is by measurement. He held the 57 beegahs at Rupees 46-4 up to 1268 Fuslee. Extra Assistant Commissioner Huzaree Ball investigated his claim in 1267 Fuslee. The rent was unvarying; it never changed. Land held for centuries.

*Plaintiff* has filed a putta for 57 beegahs for year 1267 Fuslee; says he will hunt up others. The whole was khoodkasht.

*Defendant's Agent*: 33 beegahs  $\frac{1}{2}$  biswas were held by 16 assamees, old cultivators of many years, and rent is Rupees 168-6. Plaintiffs held khoodkasht 24 beegahs, for which putta was given at Rupees 51. Plaintiffs have never complained till settlement: the value of the 24 beegahs is Rupees seven or eight per beegah. It is all do-furda. Plaintiffs have a right to hold this in perpetuity, but not at the above rent: they should pay as cultivators of high soil; i. e. Rupees 1-8 per beegah less than full rate.

*Issues.*—1<sup>st</sup>, Whether plaintiffs have held seer by ancient proprietors?  
 2<sup>d</sup>, How much seer?  
 3<sup>d</sup>, At a fixed or varying rent?  
 4<sup>th</sup>, What rent should they pay hereafter?  
*Order.*—Witness required.

(Sd.) J. PERKINS,  
 Depy. Commr. and Settl. Officer.

19<sup>th</sup> January 1865.

*Plaintiff* has filed a list of fields, cultivated 69 beegahs  $\frac{1}{2}$  standard measurement.

DEVIDEEN, Patock, age 50, of Durgurpore, solemnly affirmed, says :—

Plaintiffs had always 57 beegahs for hundreds of years. No sharers: rent Rupees 45 or 46. Can't give names of fields. List of fields read out to witness, who is asked who holds each.

<i>Field.</i>	<i>Holder.</i>	<i>Time.</i>
1. Gurwa	Kulloonai	Long.
2. Burgudladiffree	Suleye, Aheer	15 years.
3. Ruttia	Foorsut	Long.
4. Tipooa	Plaintiff	Do.
5. Khandwa	Hereya	Do.
6. Chowkha	Plaintiff	Do.
7. Bundhunooa.		
8. Puttia	Wadho, Aheer	15 years.
9. Rendwa	Sectul, Lodh	Long.
10. Bagh	Several	Do.
11. Tuli		
12. Mohwawa		

*Witness.*—Assamees cultivated for plaintiff; can't say who gave seer; plaintiff has 25 beegahs now; plaintiff's father didn't serve the talookdar; seer was on account zemindaree; plaintiff's fathers held the village.

JOWAHIR, Tewarry, age 55, of Rewan, solemnly affirmed, says as above :—

Plaintiffs had the seer till defendant got the mouzah; rent Rupees 46. Was plaintiff's servant; attended to the seer; plaintiff had 16 men and eight ploughs. Was 30 years servant; plaintiff cultivated all himself. On names of cultivators given by No. 1 witness being read to witness, he says they were held only since defendant got mouzah.

UNGNOO, Aheer, age 40, of Rewan, solemnly affirmed, corroborates :—

Was servant of plaintiff; left him four years ago because he didn't get paid.

NUNDLALL, Putwaree, of Burgarpore, solemnly affirmed :—

Putwar 18 years; plaintiff long had the mouzah; plaintiff had 24 beegahs seer khoojtit and 33 beegahs held by assamees. Paid Rupees 46-4 on the whole. Plaintiff always had the lease, until defendant got the mouzah; plaintiff had full control. There was no fixed rates in Nawabee. Plaintiff sometimes held land, sometimes transferred to assamees. Rajah never collected cutcha in his time.

*Plaintiff.*—Plaintiff asks that jumabundeas may be looked at. I find he refers to those given in since annexation, before defendant had village.

*Defendant.*—Defendant's agent will not agree to abitation, because he is a stranger to the country.

The 19<sup>th</sup> Jan. 1865.

(Sd.) J. PERKINS,  
 Depy. Commr. and Settl. Officer.

*Judgment.*—The plaintiff formerly sued for a sub-settlement. The claim was dismissed on the ground that his ancestors had held the mouzah by favour of the talookdar only, Brahmins being the original zemindars. This decision on appeal was upheld by the Settlement Commissioner. Plaintiff has now sued to be recorded as

cultivates himself only  $32\frac{5}{20}$  beegahs, on which defendant admits the rent settled is Rupees 51, and this plaintiff pays. When plaintiff held the village as lessee, it is clear that he could call anything he liked seer, but when he comes into Court to sue for *seer*, only that land can be so considered which he worked with his own cattle. Plaintiff having no rights as old zemindar has only an equitable right by prescription or custom to hold this land at a reduced rent. The defendant admits the right, but is not satisfied with the present rent. Considering that plaintiff may be looked upon as a *quasi-ex-proprietor*, and that the rent now paid by plaintiff was agreed to by the defendant himself, I think plaintiff may fairly be looked upon as entitled to hold in future at the same rent.

*Decree.*—I accordingly decree the right to hold  $32\frac{5}{20}$  beegahs in Mouzah Burgarpore in favour of the plaintiff at a perpetual rent of Rupees 51. Land as per detail.

The 28th Jan. 1865.

(Sd.) J. PERKINS,  
Depy. Commr. and Settlr. Officer.

*Khusrah.*

Field.	No.	Area.	
Puttia - - - -	10	2 8	
Tipooa - - - -	16	1 10	
Bundhunooa - - - -	21	2 10	
Chowkha - - - -	28	2 10	
Burgeya - - - -	38	2 5	
Lokrehee - - - -	40	2 4	
Soonbursa - - - -	60	2 4	
Turaee Bibia - - - -	38	2 18	
Putruhee - - - -	82	0 3	
Turaee - - - -	69	3 4	
Bagh - - - -	117	0 17	
Beepur - - - -	662*	2 7	* This should be 622.
Kowreeree - - - -	72	0 18	
Ditto - - - -	73	2 0	(Sd.) J. PERKINS.
Ditto - - - -	74	1 3	
Ditto - - - -	76	1 0	
Ditto - - - -	77	1 4	
Ditto - - - -	79	0 9	
Ditto - - - -	82	0 8	
Ditto - - - -	293	0 3	
Total -		32 5	

Zillah Sultanpore,  
the 28th Jan. 1865.

(Sd.) J. PERKINS,  
Depy. Commr, and Settlr. Officer.

*Mouzah, 3rd February 1865, Allipore.*

UNGUD SING vs. JUGMOHUN SING, Talookdar of Chundapore.

*Claim.*—To hold in perpetuity 35 beegahs of land in Allipore at an annual payment of Rupees 112-7 as seer.

Plaintiff in person, Defendant by Ajoodhea, Karinda, present.

UNGUD SING and MURDUN SING, caste Rughbunsee, village Allipore, age 55.

*Declaration.*—I was one of a body of putteedars who owned the village of Allipore to 1241 Fuslee. We dealt directly with the King for the revenue. In that year the village was given to defendant's ancestors. Ever before and after, up to 1268 Fuslee, I have held 35 beegahs seer. Since defendant's possession I have paid him Rupees 112-7. In 1268 Fuslee defendant added to this amount Rupees 77, and has obliged me to pay it since. I have filed a putta for 1267 Fuslee, the only one received from defendant. I have puttas of the King for years previous to 1241 Fuslee. I have receipts of defendants.

*Reply.*—Ajoodhea for defendant states:—The village has never been out of defendant's family, except when the King held it kham for short periods. For past 40 years it has not been held kham. Plaintiff has always paid for the 35 beegahs up to 1263 Fuslee Rupees 189-11. In that year, owing to the ravages committed by Mehndee Hussein, which reduced the tenants to much distress, defendants reduced plaintiff's rent with others by degrees; the amount was increased to Rupees 189-11 in 1268 Fuslee, which it is now.

*Issues.*—1st, Has plaintiff paid Rupees 112-7 for 35 beegahs since 1241 Fuslee, as stated?

2d, What was plaintiff's position in Allipore before 1241 Fuslee?

*Order.*—The order passed in Duljeet *versus* Jugmohun Sing, dated 3rd February 1865, will avail for this case. Parties each two witnesses; case 13th instant.

(Sd.) H. W. GIBSON,  
Actg. Asstt. Settl. Officer.

The 3d Feb. 1865.

13th February 1865.

PARTIES PRESENT.

*Plaintiff.*—Opens fire by observing that his witnesses have become traitors.

GOLAB, on solemn affirmation, son of GHISSAWAN LALL, caste Kyeth, village Hulool, age 36.

I am putwarce of Alipore, have held the office since 1265 Fuslee. Before were  
1st witness for Plaintiff. Gowree Shunkur, my brother, and Ramdun, a distant relative. I have brought the following jumabundee, and they show (witness reads):—

Year.	No. Baghs.	Rent.	Name of Cultivator.
1238	17	Rs. A. P. 91 8 0	Mednie.
1239	—	—	Do.
1240 & 41	—	—	Do.
1242	22- $\frac{1}{4}$	116 12 0	Do.
1245	33-1 $\frac{1}{4}$	124 12 9	Do.
1255	37-13 $\frac{1}{2}$	191 5 0	Do.

Up to 55 Mednie and his brother, Ungud, plaintiff, were common shareholders. From 1255 Fuslee they have held separately. Ungud as follows (reads):—

Year.	No. Baghs.	Rent.	Name of Cultivator.
1256	29-12 $\frac{1}{2}$	Rs. A. P. 153 12 0	Ungud.
1257	—	—	Do.
1265	32-4	91 7 6	Do.
1266	35	98 6 0	Do.
1267	35- $\frac{3}{4}$	112 5 6	Do.
1268	34-3 $\frac{1}{2}$	189 7 0	Do.

*Plaintiff.*—Has had some buttai land besides this. He has had no seer in cultivation. Nothing relating to seer is mentioned of *Plaintiffs*, or any other than cultivating tenancy at will. From 1238 Fuslee the village has been held cutcha. Don't know that Plaintiff was ever a zemindar.

BUKTAWUR, on solemn affirmation, son of BHOWANEE BUKSH, caste Brahmin, Tewarry, village Allipore, Kepoorwa, Akbergunge, age 52.

Have been 32 years more or less at Akbergunge; before that a fugitive from the Rajah, 8 coss or so off. Plaintiff has cultivated land as other kashtkars.

2nd witness for Plaintiff.

By plaintiff. Don't know how much; don't know whether plaintiff has or had seer; don't know whether plaintiff was a zemindar, or Akbergunge was founded by a Bais or Rughbunsee.

This witness evinces a strong know-nothing tendency very suspicious.

SEETAL, on solemn affirmation, son of ANNUND, Ditchit, village Allipore, age 30, states:—

3rd witness for Plaintiff. Plaintiff is and has been a kashtkar.

*By plaintiff.*—Don't know amount he cultivates; knows nothing of plaintiff's seer or zemindaree. Mednie is also a kasktkar.

Some remarks on witness 2nd's testimony.

*Pleading.*—Plaintiff pleads that the putwaree is defendant's servant. I cannot say anything regarding the jumabundeas; don't know whether they have not been manufactured for the occasion; I can't prove the suspicion: I can produce other witnesses.

Inspected a few jumabundeas.

*Judgment.*—Suit to hold in perpetuity 35 beegahs of land in Allipore at a fixed annual payment of Rupees 112-7 as seer, on the ground of former proprietary right. Plaintiff alleges that his ancestors were in proprietary possession of Allipore up to 1241 Fuslee. In that year the village was bestowed in grant on defendant. But ever before and since until 1268 Fuslee plaintiff has enjoyed the cultivation of 35 beegahs as seer; for this he has paid annually a fixed rent of Rupees 112-7. In 1268 Fuslee defendant augmented the rent to Rupees 189-7, which plaintiff has up to date paid on compulsion. In support of his claim plaintiff has produced three witnesses, who declare they are totally ignorant of plaintiff's affairs, and know nothing about his having had seer, or being a descendant of the former zemindars. I place no reliance on their testimony either way. They evinced a strong reluctance to speak the truth, and, as plaintiff has remarked, seem as if they had been tutored. It is not surprising that plaintiff should be put to so unfortunate a pass. All the parole evidence he could possibly produce would consist of defendant's tenants. The few that might be induced to defy defendant's resentment would most probably be suitors against him. Plaintiff is unable to force the lock on veracity and candour. There is left the documentary evidence available that consists of jumabundeas. I have examined a number running over the space of 30 years, viz., from 1238 to 1268 Fuslee, and they indicate that up to 1255 Fuslee plaintiff and his brother, Mednie, cultivated from 17 to 37 beegahs at a rent of from Rupees 91 to 191-5. In 1255 Fuslee the brothers separated and divided the land. Plaintiff's measure for the first two years after division was 29-12½ beegahs at a rent of Rupees 153-12; one year 32½ beegahs Rupees 91-7-6; and for 1266, 1267, and 1268 Fuslee 35 beegahs odd at a rent of Rupees 98-6, 112-5-6, and 189-7. The rent roll contains no mention of seer, and plaintiff is entered similarly to the other cultivators, tenants-at-will. Plaintiff is inclined to suspect that these papers have been altered for the occasion, but he acknowledges his inability to test and establish the justness of his suspicions; and they exhibit no marks of erasure, obliteration, or interpolation of a questionable nature. I consider the jumabundeas good evidence, and am not disposed to accept the further parole testimony offered by plaintiff in refutation of it. Plaintiff's right to hold the land at a fixed rate is not established, as the amount annually paid has varied constantly and materially. But it would be hardly consonant with justice to treat him as a mere tenant-at-will. The evidence that disproves his right to hold at a favourable and fixed rent proves his uninterrupted occupancy for upwards of 30 years of a significant quantity of land, and that the average rent demanded has been more or less mild. He is a man of high caste. Defendant's reply is charged with concealment of the true facts of the case, for his assertion is disputed by the jumabundeas, and the witnesses are evidently under restraint. These circumstances permit me to assume something in plaintiff's favour. Plaintiff's position merits consideration. During the long course of more than 30 years it would be just to presume he has improved his small estate, and created some prescriptive right. Hitherto it has been the practice to ignore a right of occupancy in Oude; recent instructions tend towards trying and confirming rights of every kind and degree found legally to exist or to have been in existence within a limited period. Bare occupancy might not at this stage be deemed to constitute a prescriptive right, but I am of opinion that the present case presents peculiar features, entitling plaintiff to protection. I find, therefore, that plaintiff is not entitled

entitled to hold the land claimed at a fixed rent, but that he is entitled to hold at an equitable rent.

*Decree.*—Decreed plaintiff the right of occupancy.

*Note.*—What is to be considered equitable will be found hereafter.

*Addendum.*—Plaintiff, if he considers the rent he now pays excessive, can sue for its settlement. The recent ruling of the High Court makes the calculation a simple one, but the completion of the assessment now progressing will facilitate such enquiries.

(Sd.)

H. W. GIBSON,  
Actg. Asstt. Settl. Officer.

The 13th February 1865.

3d February 1865.

Mouzah Allipore.

DULJEET SING vs. JUGMOHUN SING, Talookdar of Chundapore.

*Claim.*—To hold in perpetuity 24 beegahs 9 biswas and 15 biswansees in Allipore at a payment per annum of Rupees 78-6. The fields are Khirkit, Putteaghut, Puttea Dubree, Dundaree, Sirsaha, Oomur, Barec, Goindh, Tullea, Dubbree, Kussurea, Amaria, Mutyar, Burhamt, Ghoira, Jhoom,<sup>1</sup> Koondido, Jhoom,<sup>2</sup> Jhoom,<sup>3</sup> Jhoom,<sup>4</sup> Jhoom,<sup>5</sup> Jhoom.<sup>6</sup>

Plaintiff in person, defendant by Ajoodhea, Karinda, present.

DULJEET SING, son of DEEN SING, caste Rughbunsee, village Allipore, age 35.

*Declaration.*—Have possessed the land seer for many generations. In 1211 Fuslee defendant got possession of the village. Before that year the owners were my ancestors and other putteedars. From 1241 to 1268 Fuslee I paid for the land Rupees 78-6, never more nor less. In that year defendant added Rupees 51-4 to the amount, and at this augmented rate I have been paying on compulsion till now. No puttass or kuboolyuts in defendant's name before 1267 Fuslee for that year filed.

*Note.*—The putta for 1267 Fuslee shows that plaintiff was in possession of beegahs 24-9-15 in Allipore as cultivator for Rupees 78-6. Document bears signature of Sirnam, signing Mookhtear of Jugmohun Sing.

*Reply.*—Ajoodhia, Pundit for defendant, states:—From 1241 to 1263 Fuslee plaintiff paid regularly Rupees 129-10 for the land. In that year Mehndee Hussein ravaged these parts: defendant had to flee. When he returned in 1263 Fuslee, in commiseration for the losses they had sustained, he lowered the rents of his tenantry, and amongst them plaintiff's; gradually plaintiff's rent was raised, till in 1268 Fuslee it reached to the old sum of Rupees 129-10, and so has remained since 1494 Sumbut, when Muddun Sing, defendant's ancestor, founded Lumrowtee. The pergunnah, including Allipore, has been in defendant's family. Plaintiff has never been aught but a koshtkar.

*Issues.*—1st, Has plaintiff paid Rupees 78-6 annually for the beegahs 24-9-15 to defendant, as stated, since 1241 Fuslee?

2nd, What was plaintiff's position in the village in 1240 Fuslee thereabouts?

*Ordered.*—Putwaree and canoongoe with papers for three years before 1241 Fuslee, three between 1241 and 1250 Fuslee, four, 1250 and 1260 Fuslee, and three, 1260 and 1268 Fuslee. Parties to bring two witnesses each; case on the 13th instant.

14th February 1865.

PARTIES PRESENT.

GOLAB, on solemn affirmation, son of GHISSWAN LALL, caste Kyeth, village Hulool, age 36.

I have been putteedaree of Allipore since 1265 Fuslee. Before me were Ramdun, Toolseeram, &c. I have brought jumlandees of Allipore, which show as follows:—

1st witness for Plaintiff.



<i>Fuslee.</i>		<i>Beg.</i>	<i>Bis.</i>		<i>Rs.</i>	<i>A.</i>
1238	-	-	18	0	-	97 4
1239 to 1245	-	-	—	-	-	—
1255	-	-	42	19 $\frac{1}{4}$	-	221 10
1256	-	-	50	7 $\frac{1}{2}$	-	238 12
1257	-	-	50	7 $\frac{1}{2}$	-	238 12
1265	-	-	40	0	-	110 10
1266	-	-	40	8	-	110 15
1267	-	-	24	9 $\frac{3}{4}$	-	78 6
1268	-	-	24	3 $\frac{1}{2}$	-	129 10

cultivated by Bharut Sing. Bharut Sing is plaintiff's uncle, and they cultivated land in common in Bharut Sing's name. In and since 1267 Duljeet Sing's share has been specified.

No mention of seer is mentioned in the jumabundees. Plaintiff is entered as other koshtkars. I don't know what plaintiff cultivated before 1238. I don't know what occurred before I came to Allipore.

RAMADHEEN, on solemn affirmation, son of RAMDHUN, caste Kyeth, village Allipore, age 35.

My father was putwaree of Allipore for about 30 or 35 years; he died in 1265 Fuslee. I assisted my father in 1257 Fuslee to teach myself, and wrote some papers, seahas, jumabundees, &c. My family residence is at Allipore. (Is shown the jumabundees read by witness 1.) These jumabundees are in my father's handwriting. The smears and corrections in the one for 1255 Fuslee are genuine. For 35 years or so I know the village was never held in lease by Rughbunsees. Plaintiff and his relations have been koshtkars only. Rughbunsees prevail in Allipore. I don't remember beyond plaintiff's grandfather; he cultivated the same lands that plaintiff has now. I am not putwaree of Achaie.

KALEE, on solemn affirmation, son of MEDNIE, caste Rughbunsee, village Allipore, age 45.

I am Ungud's nephew; don't know how many generations plaintiff's family have been in Allipore; don't know what he has cultivated; don't know whether Rughbunsees have held the village in lease ever; don't know who plaintiff's forefathers were.

FAKEER BUKSH, on solemn affirmation, son of GHIERWAR SING, caste Bais, village of Allipore, Kepoorwa Kussulgunge, age 35.

Don't know whether plaintiff has or had seer, or was a zemindar, or the amount of his kasht, or the position of his forefather.

GOWREE SHUNKER, on solemn affirmation, son of SHEOPERSAUD, caste Kyeth, village Bais, age 73.

I am canoongoe with Bhowanecpershad of the whole of Simrowtee pergunnah. Before 1237 Fuslee Allipore was occasionally settled with Mednie, Bharut, and Jankee, &c., Rughbunsees. The zemindaree was vested in the Rughbunsees. In 1238 Fuslee village was added to Jugmohun Sing's talooka.

*By plaintiff.*—Don't know whether Mednie, &c., got the kuboolyut in 1262 Fuslee. About 500 years ago Rajah Muddun Sing, founder of the Simrowtee house, came to these parts and found them possessed by Rughbunsees, Bais, and Gheirwars; they were conquered and partially exterminated; the few that submitted or aided the conqueror got rewards. Since 1238 Fuslee I believe the village has not been held on lease; know nothing of plaintiff's seer.

*Notes.*—1, plaintiff presents a document purporting to have been addressed by Mehndee Hussein to Mednie, Bharut, and Buprung Bullie Sing, &c., zemindars of Allipore, bidding them to return to their homes in peace and without fear. Dated 1262 Fuslee.

2, a document indicating that the zemindars of Allipore requested Bisheshur Sing to be their security for the punctual payment of the revenue; and he asks a Captain (no name) to mention the circumstance to the Nazim, saying that he agrees to be security if, in default of the zemindar, he is put in possession of the village.

3, is a perwanah, bearing a seal not legible, to the Mootsuddies Simrowtee, directing them to credit Ungud, Mednie, and Bharut Sing, zemindars of Allipore, with Rupees 100 nankar yearly. Dated 1262 Fuslee.

4, an account for 1253 Fuslee, showing receipt of monies from Bharut Sing, and crediting him with Rupees 25 nankar. The paper is without seal or signature.

*Pleadings.*—Plaintiff observes that the jumabundees have been altered, and are not to be trusted. His witnesses are under restraint, are in collusion with defendant. I request enquiry from koorkjowars.

*Defendant observes.*—The state of defendant's estate in 1262 Fuslee is known to all the world; I have nothing to say regarding the evidence.

*Judgment.*—Suit to hold in perpetuity 24 beegahs 9 biswas and 15 biswansees in Allipore at a fixed annual rent of Rupees 78-6. Claim is based on ancient proprietary right. Plaintiff alleges his forefathers possessed the zemindaree of Allipore up to 1241 Fuslee, when it passed to Defendant. From that year to 1268 Fuslee a uniform annual rent of Rupees 78-6 had been paid by him. Since 1268 Fuslee the larger sum of Rupees 129-10 had been paid on compulsion. Defendant repudiates plaintiff's title to be considered a descendant of the zemindar of Allipore, and says he paid, from 1241 to 1263 Fuslee, Rupees 129-10. In that year the country was ravaged by Mehndee Hussein. In commiseration for the losses his tenants had sustained, defendant reduced their rents; gradually they were increased, and by 1268 Fuslee had come up to the original sum; plaintiff was one of those tenants.

This case is exactly similar to the one decided yesterday, Ungud *versus* Jugmohun Sing; and as the evidence in favour of plaintiff is better here, he will, *a fortiori*, be entitled to an equally favourable decision.

Plaintiff's witnesses are open to the same charge of mendacity as Ungud's were. Fortunately the canoongoe has been induced to be candid and honest, and his evidence is the more valuable as he has given it with evident reluctance. He admits that Allipore was occasionally leased to the Rughbunsees, and that they were the original zemindars. The obstinate silence and ignorance of the other witnesses, one of whom is a relation of plaintiff's, discover too plainly defendant's power. They would willingly speak to positive facts against plaintiff's claim if such were possible, and I construe their omission to do so a sign in plaintiff's favour. My remarks on Ungud's case apply equally to this one. The documents handed in by plaintiff are worthless. I accept the canoongoe's evidence to the fact of plaintiff's ancestors being the former zemindars; and I take the jumabundees as proof of the plaintiff's occupancy for upwards of 30 years of the land he now claims and the character of his tenure. The rent roll shows that plaintiff's rent has varied in enhancement and reduction almost every year since 1238 Fuslee. Papers of an earlier period are not forthcoming. Under these circumstances I am unable to acknowledge plaintiff's title to hold at a fixed rent; but, for the reasons expressed above and in Ungud's case, I consider him entitled to the right of occupancy.

*Decree.*—Decreed the right of occupancy to the quantity of land claimed, namely, beegahs 24-9-15.

The 15th February 1865.

(Sd.) H. W. GIBSON,  
Actg. Asstt. Settl. Officer.

18th March 1865.

*Mouzah Kumaie, Pergunnah Mohungunge, Tulooka Tiloree.*

DOORGA SING *vs.* JUGGUL SING, Talookdar.

*Claim.*—Right and possession in 29 beegahs 12 biswas rent free in Kumaie. Khusrah is filed showing detail.

Plaintiff in person, defendant by Kunniiah Lall, present.

DOORGA, on solemn affirmation, son of MHERBAN SING, caste Bissani, Village Kumaie, age 35.

*Declaration.*—I am descended from the original zemindars of Kumaie; was dispossessed 50 years ago by defendant; don't know exact year. A Begum at Fyzabad gave me the maafee claimed; don't know her name or position; gift was made 50 years

ago. Donec was Queen of Oude, and gave me the maafee as zemindaree nankar. Since five years defendant has charged it with rent 12 annas a beegah.

*Plea.*—Defendant, by agent Kunniiah Lall, states:—

Plaintiff is in possession of  $7\frac{1}{2}$  beegahs village measure, which he has had 20 to 25 years at a total rent of Rupees 5-10. The fields are Bukoa 4 beekahs, Bukoa  $1\frac{1}{2}$  beegahs, Gholwa  $1\frac{1}{2}$  beegahs, Bhuggea 10 biswas. Of the list of fields claimed by plaintiff, Dabeedeen cultivates  $8\frac{1}{2}$  beegahs for Rupees 6-14, Deen Bissain 10 beegahs for Rupees 7-8; the rent has been charged since 11 years.

*Reply.*—Dabeedeen and Deen are my brothers, and possess the land as stated by defendant. My share is the Rupees 7-8 mentioned by defendant. I have no power of attorney. I don't agree to pay 12 annas per beegah. No sunnuds except what are filed.

*Notes.*—Plaintiff has filed six puttahs, granting Oomed Sing, zemindar of Bhudnur Kennai, 15 pucca beegahs maafee, from different chukladars and tehsildars. The most recent is dated 1213 Fuslee, and remote 1198 Fuslee. There is no mention of the alleged gift from the Begum.

*Reply.*—Defendant does not admit the genuineness of these puttahs; five are copies. The village has been always the property of defendant; it was never out of the Kurpoorea's possession, except defendant was a fugitive. Plaintiff has had favourable rates charged him because he is a respectable man. The land is at best not worth more than Rupees 3 a beegah. I don't know whether plaintiff paid prior to the past 11 years.

*Issues.*—1st, Since when has plaintiff paid at 12 annas a beegah?

2d, On what tenure has plaintiff held the land?

*Note.*—Only the alleged share will be enquired into. Dabee and Deen to appear; and, if claim is asserted, to be enquired into with plaintiff.

Witnesses recorded in vernacular; case on 24th.

*Witness for plaintiff.*—The following witnesses being present are examined:—

THAKOOR SING, on solemn affirmation, son of OMEID SING, caste Bissein, village Beraj, age 56.

I adjoin Kumaie. Plaintiff represents the old zemindars of Kumaie 50 years ago. Plaintiff got 26 beegahs maafee. Since five years defendant has charged it with rent at 12 annas a beegah; first Lalla Sookul took rent for three years, then Defendant for the past two years. Sookul was a thekadar.

*By defendant.*—Plaintiff gave evidence in a case yesterday for Boz Sing, and was not concerned in the case. I don't know whether plaintiff got anything in Bhudneir.

KUSHIAT SING, on solemn affirmation, son of DURYAO, caste Bissein, village Beraj, age 65.

Plaintiff represents old zemindar of Kumaie. Plaintiff was dispossessed 35 years or so ago. Plaintiff got 30 beegahs maafee, upwards of 50 years ago, from the Sirkar at Fyzabad. I now hear he has 26 beegahs. Plaintiff got the grant frequently confirmed to prevent oppression. Lalla Sookul, thekadar, charged the land five years ago with 12 annas rent per beegah.

*By defendant.*—I am concerned in Boz Sing's case; am a sharer. Plaintiff was Boz's witness in the case. The land claimed is munjhar; average worth.

*Plaintiff questioned by Court.*—States I never received a sunnud from defendant.

*Judgment.*—Suit for right and possession in perpetuity in 29-12 beegahs in Mouzah Kumaie, rent free, jurebee measure.

Plaintiff claims as his specific share beegahs 9-14 jurebee; the rest he claims on behalf of two others, from whom he has no power of attorney. I decide respecting the specific share only. Plaintiff declares he was the landlord of Kumai 50 years ago; when he was dispossessed 50 years ago, the Begum at Fyzabad gave him the land claimed in maafee as zemindaree nankar. Five years ago defendant charged it with rent at 12 annas a beegah. The plea admits plaintiff got the land 20 to 25 years ago, but attaches rent to it for the past 11 years; beyond that period the state of things is unknown. But a brief investigation has been made, because, acknowledging plaintiff has up to the past five years enjoyed the land maafee, that fact alone would not constitute a right to hold it so in perpetuity or for any period. More plaintiff is unable to prove. His having been the proprietor of the village would not either better his position. The valid gift of the

the maafec is not sustained. The puttass (grants) filed are from chukladars and other officials, and they do not show a higher source of the grant; they cannot be accepted. Plaintiff admits he never received a sunnud from defendant; and though confirmation of the grant might be presumed from the silent possession, under ordinary circumstances, it is not expedient to make it here. Plaintiff, I consider, has enjoyed at a favourable rent the land claimed, so favourable and for so long a period that it can be easily presumed the possession was allowed in recognition of a right that has not yet expired. That right defendant does not define, and plaintiff is entitled to the best interpretation I can give it.

*Decree.*—Decreed the plaintiff the right of occupancy at an equitable rent, to be determined hereafter, in beegars 9-14 in Mouzah Kumai, as per detail in extract of khusrah annexed.

(Sd.) H. W. GIBSON,  
Actg. Asstt. Settl. Officer.

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21st March 1865.

Plaintiff in person, defendant by Kunnia Lall, General Agent, present.

*Note.*—Acting on an expression of opinion made by me, plaintiff has requested a review of the judgment passed on the 18th March 1865 anent his claim to 29 beegars 12 biswas rent free in Kumai.

I am glad to have the opportunity of reconsidering the case.

If plaintiff has held the land claimed 50 years rent-free, or at 12 annas per beegah, such holding presumes a right perhaps to continue to so hold it, which it rests with defendant to extinguish. The trial of the issues found in the first case will show the nature of the right and length of possession, &c. They are:—

*Issues.*—1st, Since when has plaintiff paid annas 12 per beegah?

2nd, On what tenure has plaintiff held the land?

Witnesses recorded in vernacular; case on 29th.

(Sd.) H. W. GIBSON,  
Actg. Asstt. Settl. Officer.

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16th September 1864.

*Mouzah Nusrutpore, Pergunnah Mohungunge.*

GUNGADEN MISHR vs. RAJAH JUGPAL SING, Talookdar, Tiloce.

*Claim.*—Possession of 16 beegahs, 8 biswas, and 3 dhoors “seer” land in above mouzah.

*Gungadeen*, too old and infirm to appear, sends his son, Nukcheyd.

NUKCHeyD, age 30, states:—

This village is our old zemindaree; have held the land claimed as “seer” for many generations. Defendant turned us out the year before last. Had a case in the district; filed all my papers then; have no more.

*Order.*—Produce plaintiff’s papers.

KUNHEYA LALL, for defendant, replies:—

This village is the Rajah’s zemindaree, and the land claimed by plaintiff is the Rajah’s own “seer,” which he has allowed plaintiff to cultivate as a “Shikmee” cultivator. Since 1247 Fuslee plaintiff has cultivated the Rajah’s “seer,” but has sometimes held more, sometimes less, than the amount claimed.

*Issues.*—1st, Has plaintiff a right to “seer” in the village?

2nd, If so, to what extent and on what terms?

Call for evidence, documentary and oral, and fix case for 26th instant.

The case has been unavoidably adjourned until this date.

SEETUL, son of KOOSHAL, Tewarry, age about 40, sworn.

I live in Bhowa Khas, three coss from Nusrutpore; am a cultivator; have only left Nusrutpore about two years; I lived in Nusrutpore some 20 or 25 years. Plaintiff calls himself the zemindar of Nusrutpore; he is the zemindar for all I know. Plaintiff has no "seer" in Nusrutpore; he is merely a cultivator of 16 $\frac{3}{4}$  "beegahs" from the Rajah.

*By Court.*—Plaintiff has held at full rates all the times I have been in the village, and on the same terms as other assamees.

NUKCHYD, son of MANOO, Sookul, age 70 (barely 50), sworn.

I live in Nusrutpore; am a seller of cloth; have been there for more than three generations; can't say to whom belongs the "zemindaree;" know that plaintiff has held his fields for many years; don't know how much land, or the names of the fields, or the amount of rent. Can't say whether it is "seer," or on what terms he holds.

Another witness named by plaintiff cannot be found; is reported to have gone to Calcutta.

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*Deposition of Canoongoes.*

SHUNKUR SUHAE, present, Canoongoe, sworn.

Nusrutpore is the original zemindaree, belongs to the Tiloe family, but it was conferred on the Misr Brahmin family of Gungadeen about two centuries ago by one of the Rajahs of Tiloe, and the Misrs were in possession and held Kalinput up to 1217 Fuslee in name of Bukshee and Sucha, the former being Plaintiff's father; but since then, the village having been incorporated in the Tiloe estate, plaintiff's family has been out of possession.

24th November 1864.

*Order.*—Summon, post, canoongoe and putwaree.

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15th December 1864.

SHEOPAL, Putwaree, sworn.

In 1269 Fuslee plaintiff paid Rupees 103-12 for 16 $\frac{1}{2}$  per beegahs; believe it to be his "seer." He pays at full rates according to "hysut" of the lands in the village. In 1270 Fuslee the Rajah turned him out.

*Order.*—It is clear that plaintiff has for many years cultivated the fields he claims, but not as "seer," for his own witnesses depose to his having paid full rates. He is entitled to be maintained in possession, paying at the market rate.

*Decree.*—Decreed accordingly.

(Sd.) W. E. FORBES,  
Asstt. Settl. Officer.

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22d March 1865.

*Mouzah Rokha, Dakhilee Doorgapore, Talooka Tiloe.*

SEETARAM vs. JUGPAL SING, Talookdar.

*Claim.*—Right and possession in beegahs 2-9 jureebie, in Dakhilee Doorgapore, Mouzah Rokha, rent-free.

Plaintiff in person, defendant by General Agent, Kunnia Lall, present.

SEETARAM, on solemn affirmation, son of RAMBUKSH, caste Pandey, village Nigohe, age 45.

*Declaration.*—My father, Rambuksh, was given the land claimed by Sirdar Sing, zemindar of Rokha, as alms, kooshast shunkullup, 50 years ago. Defendant confirmed the possession when he got the village. Last year defendant dispossessed me of beegahs 1-9. I now possess one beegah maafee. No sunnud.

*Plea.*

*Plea.*—Defendant does not recognize any maafec. Defendant is willing to let him have the land at an equitable rent which Government may fix. Defendant will be left the option of remitting what portion of the rent he pleases.

*Judgment.*—Suit for possession and right in beegahs 2-9 jureebec in Dakhilee Doorgapore rent-free. Plaintiff says his father was given this land as alms in kooshast shunkullup 50 years ago. Last year defendant dispossessed him of beegahs 1-9. Defendant does not recognize the grant, nor does the law. Defendant is willing to concede the right of occupancy at an equitable rent.

*Decree.*—Decreed plaintiff, with defendant's concurrence, the right of occupancy in beegahs 2-9 in Dakhilee Doorgapore, Mouzah Rokha, at an equitable rent. The khusrah filed shows the land decreed in detail.

(Sd.) H. W. GIBSON,  
Acting Asstt. Settl. Officer.

15th March 1865.

*Mouzah Sumbhai, Pergunnah Gowra Jomo, Talooka Kutaree.*

BHIRON vs. SIRMAN SING, Talookdar.

*Claim.*—Sub-settlement of Poora Motee, Dakhilee of Sumbhai.

Plaintiff in person, and defendant by Hooblall, General Agent, present.

BHIRON, on solemn affirmation, son of BHOWANEEDEN, caste Opudhia, village Motee-ke-Poorwa, age 50.

*Declaration.*—Sixty-one years ago Motee Sing, my grandfather, received in shunkullup from Bumad Sing, of Kutaree, 100 beegahs of land, on which he established a poorwa after his name, and now the subject of my suit. Motee gave a money consideration for the grant; I don't know how much. Motee died 28 years ago, he paid an annual rent of Rupees 88-6. My father succeeded to the possession, and I have followed. Since Motee's death we have been paying Rupees 158 per annum; profits are about Rupees 18. Deed of shunkullup is at home.

*Plea.*—Defendant's agent. Plaintiff has had the lease for the last 10 years only, terms Rupees 160. Before that the poorwa was cutcha for 40 years. Motee never received the grant. Before plaintiff got the lease he cultivated two or four beegahs as a kashtkar.

*Issues*—1st, Has plaintiff's possession been in virtue of a deed of grant? Evidence required from both?

2d, Is the grant alive and valid in law?

*Note.*—Plaintiff files a deed of shunkullup dated 1867 Sumbut. Grant 101 beegahs at 14 annas, total Rupees 88-6, no consideration is expressed. Donee, Motee Lall, is authorized to established a poorwa on the land. I mark the document A.

Witnesses recorded in vernacular; case 20th instant.

(Sd.) H. W. GIBSON,  
Actg. Asstt. Settl. Officer.

20th March 1865.

PARTIES PRESENT.

MOHESH, on solemn affirmation, son of Soj, caste Misr, village Motee Opudhia-ke-Poorwa, age 45.

I have been 25 years in Motee-ke-Poorwa. Plaintiff and his father have been in uninterrupted possession all that time. I have cultivated from them 20 beegahs land. Tradition asserts Motee, the grandfather of plaintiff, to be the founder of the poorwa.

*By defendant.*—Bhowaneeden has never fled the village. I am not related to plaintiff.

MADHOO, on solemn affirmation, son of SEWPERSAD MISR, village Jorawurpore, age 60:—

I live  $\frac{1}{4}$  coss from Motee-ke-Poorwa. Since my birth I have seen Motee, Bhowanee, and plaintiff successively in possession of Motee-ke-Poorwa.

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fled the village four or five years ; during his absence the poorwa was cutcha.

BURKUNDEE, on solemn affirmation, son of GOLALL, caste Pasee, village Motee-ke-Poorwa, age 20 or 25 (looks and must be 50 at least) :—

I have cultivated 8 beegahs or so for past 25 years in Motee-ke-Poorwa from plaintiff.  
3rd witness for Plaintiff. Have paid him the rents. For 25 years I lived a coss off, but don't know who was in possession during that period.

*By defendant.*—I have received no puttas.

SUNTOK, on solemn affirmation, son of BODEE, caste Koormee, village Motee Opudhia-ke-Poorwa, age 30 (must be 40) :—

4th witness for Plaintiff. Have been 25 years in Motee-ke-Poorwa, cultivating 8 beegahs from plaintiff, who has always been in possession.

*By defendant.*—Bhowaneeden has never fled during my time ; don't know the revenue paid by plaintiff. Received one putta 25 years ago, none since.

*Note.*—These witnesses speak with candour. Plaintiff says Seetaram is absent, and said he would not bear testimony if he did appear, as he lived at a distance and knew nothing.

BUBHOOT SING, on solemn affirmation, son of PHERO SING, caste Kangalia, village Sumbhai, age 65.

Motee Opudhia established the poorwa after his name 40 or 50 years ago. He had it till his death, and paid Rupees 158 ; don't know whether he got a putta. On his death Bhowaneeden, his son, fled. I collected the rents for 10 years, and then got the lease for Rupees 150, which I kept for 8 or 10 years. Then Bhowanee, who returned after 10 or 12 years' absence, got the lease for Rupees 158, and plaintiff has it now.  
1st witness for Defendant.

DIRGUL, on solemn affirmation, son of BHOWANEE, caste Kangalia, village Purbutpore, age 65.

I live less than quarter coss from Motee-ke-Poorwa. The poorwa was established before I was born by Motee, and possessed by him till his death ; don't know what he paid. Then Bubhoot Sing held it cutcha and leased it ; I don't know how long. Then Bhiron and Birjee got the lease, and have it now. Plaintiff is Motee's grandson.  
2nd witness for Defendant.

BHOLA, on solemn affirmation, son of BHEEK, caste Chobaz, village Kutaree, age 60.

I live a coss from Motee-ke-Poorwa. Motee-ke-Poorwa's grandfather established the poorwa. I was 12 years of age. On Motee's death his family fled ; don't know why. The poorwa was cutcha 10 years, and Bubhoot Sing leased it 10 years. Plaintiff and his father have leased it since.  
3rd witness for Defendant.

*Judgment.*—Suit for sub-settlement of Poorwa Motee, Dakhilee of Sumbhai. The declaration is that 61 years ago plaintiff's grandfather received the shunkullup grant of the estate claimed for a valuable consideration, and he paid annually Rupees 88-6. Since his death plaintiff and his father have paid Rupees 158. Motee died 28 years ago. With the usual false effrontery, defendant admits that plaintiff has been lessee for the past 11 years only ; that previous to the lease he was a kashtkar, and the poorwa was held cutcha for 40 years, and that Motee received no grant.

The deed of shunkullup filed mentions the receipt of no consideration, and its wording plainly implies that none was given. But the plaintiff's witnesses and the defendant's witnesses, with a concurrent precision, prove that Motee established the poorwa ; that on his death his family fled ; that on their return plaintiff's father was put in possession, and ever since he and his son have held the lease for Rupees 158. Plaintiff is entitled to remain in possession of his poorwa on the most favourable tenure the law recognizes, which, since he received no proprietary right and can now have none, is the right of occupancy at an equitable rent.

*Decree.*—Decreed the plaintiff the right of occupancy at an equitable rent, to be determined hereafter, and which in the meanwhile will be Rupees 158, in Poorwa Motee, detailed in the extract of khusrakh annexed.

(Sd.) H. W. GIBSON,  
Actg. Asstt. Settl. Officer.

21st March 1865.

*Mouzah Surkhuree, Pergunnah Gowra Jomo, Talooka Kaisee.*

SOOKRAM vs. URJUN SING, Talookdar.

*Claim.*—Sub-settlement of 16 beegahs 11 biswas, comprising Buksee Sukul-ke-Poorwa.

Plaintiff by his son, Jankee Persad, defendant by Luchmun Persaud, present.

JANKEE PERSAD, on solemn affirmation, son of SOOKRAM, caste Brahmin, village Poora Bukshee, age 40.

*Declaration.*—Fifty-five years ago Baboo Dungur Sing, defendant's grandfather, gave Buksee Sookul, my paternal uncle, 24 cutcha beegahs in Sirkhuree, I don't know what kind of land, to cultivate and establish a poorwa in. He established a poorwa and baghs. Money was given for the grant; I don't know how much. The sum was Rupees 51. All the Sunnuds were burnt. The rent up to last year was Rupees 24 annually; it has been raised to Rupees 41.*Plea.*—Defendant received no money. Twenty-four beegahs were given to Plaintiff to cultivate 30 years ago. The baghs and abadee are Buksee Sookul's. Rupees 24 has been the rent of 24 baghs. Plaintiff has three cutcha beegahs baghs, which he planted. Buksee's baghs plaintiff has nothing to do with. Plaintiff is Buksee's nephew; he has no other heir. Buksee established the poorwa. Plaintiff is Buksee's heir. Buksee got the land first, which is claimed.*Issue.*—Was money paid to Defendant for Poora Buksee?*Note.*—Plaintiff says he has not witnesses to prove money was paid; all are dead.*Judgment.*—Sub-settlement of Poora Buksee, consisting of bagh, abadee, and cultivated land, covering beegahs 16-11 jurebec, as per khusrah filed. Plaintiff says his uncle established the poorwa and baghs, and received the land claimed 55 years ago on shunkullup Bai, i.e. for a consideration of Rupees 51. Plaintiff has no evidence, documentary or oral, to prove money was given. I cannot presume money was given for such an insignificant favour. The grant is the ordinary permission: "Go, cultivate and populate, and mention me in thine orisons." The defendant reluctantly confesses that Buksee received the land and established the poorwas and baghs, and that Rupees 24 has been hitherto paid for the holding, and that Plaintiff is the founder's nephew and heir. The reward of his expenditure of capital and toil will be met by recording his right of occupancy at an equitable rent.*Decree.*—Decreed plaintiff the right of occupancy at an equitable rent, to be determined hereafter, but which in the meanwhile will be Rupees 24 per annum, in beegahs 16-11 jurebee, comprehending the abadee baghs and cultivated land, &c., called Buksee Poorwa, as per detail in extract of khusrah annexed.(Sd.) H. W. GIBSON,  
Actg. Asstt. Settl. Officer.

15th November 1864.

*Mouzah Richwora, Pergunnah Gowra Jomo.*

On visiting the village of Richowra I found three Gossaens, each in possession of certain lands at favourable rates which they had not any of them sued to have recorded. From inquiries I made I found that, through fear of incurring the displeasure of the Talookdar, Rajah Surnam Sing, they did not like to assert as a right what they were pleased to observe had been allowed them by the talookdars of Taluk for the last 200 years. I therefore deemed it necessary to put to the test the existence of any real rights or otherwise. The first case is—

*Pooray Gujadhurgirh.*

GUJADHURGIRH vs. RAJAH SURNAM SING.

The amount of land held by this Gossaen is 150 beegahs kham at a rent of Rupees 40.

GUJADHURGIRH, son of GOBINDGIRH, age about 30 (is 40), states:—

The land I now hold was originally given in "shunkullup" to my great grandfather, Goomteegirh, by Rajah Toummul. Goomteegirh paid money for it, but I can't say  
(290.) L 4 how

how much; since that time we have had steady possession, but 150 beegahs only is cultivation, and 50 beegahs more are baghs; 200 beegahs were given altogether for three years. I have been paying Rupees 40 before that; had all long paid only Rupees 20.

*By Court.*—I have had possession since I have had sense, some 10 or 12 years. Gobindgirh died about 20 years ago.

*By Court.*—Yes. If the Rajar turned me out I should appeal to the Courts. I consider the lands I hold at Rupees 40 rent as my right. Yesterday I spoke without consideration; I was flurried.

HOUBLALL, agent of defendant, replies:—

Plaintiff is only a cultivator. Defendant has objection to offer against his being recorded as under-proprietor of the land he holds at a fixed-rent, but he is not yet prepared with a reply.

Defendant's reply will be heard on the 17th instant, otherwise the case will be tried *ex-parte*.

17th November 1864.

HOUBLALL, for defendant, replies:—

Gujadhurgirh holds 75 beegahs only at a rent of Rupees 40: of this 20 is his ancient cultivation, and the remainder only for the last eight or 10 years; can't remember which year he was assigned it. The 20 beegahs he used to pay Rupees 20 for. He has not 150 beegahs.

*Order.*—Plaintiff to file an abstract from the khusrah of the amount of his claim, and after deducting the admitted 75 beegahs, defendant to account for the remainder, that is, to show who has been cultivating it; also to point the fields composing the ancient 20 beegahs as admitted.

(Sd.) W. E. Forbes,  
Asstt. Settlr. Officer.

22d February 1865.

PARTIES PRESENT.

Khusrah filed shows:—

Cultivated	-	-	-	44 beegahs	4 biswas.
Ditto	-	-	-	32 do.	12 do.
Baghs, &c. &c.	-	-	-	105 do.	12 do.
Total				182 beegahs	8 biswas

HOUBLALL, for defendant, states:—

Defendant admits plaintiff has possession of 44 beegahs 4 biswas at an annual rent of Rupees 42; plaintiff has not cultivated the 32-12 beegahs for 25 or 30 years. I don't know the amount of baghs, &c. plaintiff is entitled to; I will ascertain. I am ignorant also regarding the claim of Kaleegirh.

*Note.*—Five witnesses for plaintiffs have been present six days. Defendant has appointed an agent, who states he does not know what portion of the claim he should admit and what deny; he will ascertain.

*Ordered.*—Case on 15th March to enable defendant to instruct his agent. Defendant to pay plaintiff's witnesses diet money, at the rate of two annas a day for six days, and he is requested to send a properly instructed agent in future.

15th March 1865.

## PARTIES PRESENT.

*Defendant by Agent.*—States Goomteegirh had 20 village beegahs in cultivation, for which he paid Rupees 20; he had 17 beegahs baghs, and nothing else; Kishungirh, his son, had the same; Gobindgirh, his son, the same. Besides this, plaintiff, 15 years ago, got 55 beegahs, for which he paid Rupees 20; he has now 75 beegahs at Rupees 40, and 20 beegahs baghs, 1 beegah, 19 biswas abadees, 6 beegahs, 8 biswas talaos, and nothing more. The documents filed are forgeries. Goomteegirh established the poorwa; he was a koshtkar. Plaintiff has recently brought under cultivation 10 or 15 beegahs of jungle, but no rent has been charged on it yet. The total amounts to 59 beegahs jureebes, as per khusrah filed. The khusrah shows 20 beegahs 2 biswas baghs; they were planted by Goomteegirh, &c. Plaintiff claims 93 beegahs 18 biswas jungle, to which he has no right whatever. The 76-16 beegahs entered as cultivated in the khusrah includes land cultivated by defendant's tenants direct.

*Order.*—Khusrah to be examined by all the parties, and defendant to file a list of the ground he denies plaintiff has possession of.

Case to-morrow.

16th March 1865.

## PARTIES PRESENT.

*Defendant states*—Plaintiff cultivates all but 16 beegahs 17 biswas, Nos. 723, 727, and 735, which Buktee cultivates direct from defendant.

*Plaintiff says*—Buktee cultivates this land from defendant. He cleared so much jungle three or four years ago; the Rajah had no right to give it him.

*Defendant states*—The 55 cutcha beegahs plaintiff has had since 15 years, and is called Muth Bulbudurgirh, belonged to Bulbudurgirh; when he died the land was given to plaintiff to cultivate. Bulbudurgirh had no heirs.

*Plaintiff.*—The Muth Bulbudurgirh belonged to Bulbudur; he died four generations ago, and since his death I have had possession. The gooru of Bulbudurgirh and Jomteegirh was not the same; Bulbudur came from another country; Goomtee lived with him, and Bulbudur left him his property.

*Issues.*—1st, How long has plaintiff cultivated Muth Bulbudurgirh?

2nd, On what tenure has plaintiff possessed the old land and Muth Bulbudur?

ADHOR, on solemn affirmation, son of DEAMUT KHAN, caste Bhala Sullar, age 60, village Kunjass.

I live a coss from Richowra. I know nothing of Muth Bulbudur. Have heard only  
1st witness for Plaintiff. plaintiff is a shunkullupdar.

HEERA OPUDHIA, on solemn affirmation, son of SHEOBUKSH, caste Opudhia, village Oondour, age 42.

I live half a coss from Richowra. I have heard of Bulbudurgirh-Ke-Muth. Buk-  
2d witness for Plaintiff. towergirh is in possession; don't know who got possession after Bulbudurgirh; don't know how large it is.

BURESAL, on solemn affirmation, son of SUMBA SING, caste Kangala, village Richowra Ketareeke-ke-poorwa, age 75:—

I know Bulbudurgirh Muth; it consists of 55 beegahs, village Meonne. Bulbudur-  
3d witness for Plaintiff. girh came from the west; had no heirs; died 80 years ago. On Bulbudur's death land remained untilld four or five years; it was then given to Goomteegirh to cultivate. Goomteegirh had nothing to do with Bulbudurgirh; he owned 20 beegahs of his own. Plaintiff, in respect of Bulbudur Muth, has been merely a koshtkar. After Bulbudur's death Bulbudur Muth was farmed to six or seven men successively.

PUNCHUM, on solemn affirmation, son of NEHAL SING, caste Kangala, village Richowra, age 75.

I know Muth Bulbudur. Bulbudur died before I was born; he left no heirs.

4th witness for Plaintiff.

Heard Goomteegirh cultivated the Muth on his death. Muth

Bulbudur was held cutcha in Nehal Sing's time. 50 years or so ago. Don't know how plaintiff got Bulbudurgirh; they were not connected.

*Note.*—No more witnesses.

*Order.*—Plaintiff to file list of fields in cultivation by him apart from Muth Bulbudur. Defendant to file khusrah of Muth Bulbudur.

Case to-morrow.

17th March 1865.

PARTIES PRESENT.

*Plaintiff questioned by Court.*—States I don't know Muth Bulbudur, or what field it consists of.

*Note.*—Defendant filed a list of 55 beegahs, composing Muth Bulbudur.

*Judgment.*—Suit to hold in perpetuity, at a fixed annual rent of Rupees 40 Poorwa Gujadhurgirh, consisting of 61 beegahs 16 biswas under cultivation, 20 beegahs 2 biswas baghs, 1 beegah 19 biswas abadee, and 93 beegahs 18 biswas jungle. Plaintiff declares that the property claimed has descended to him from his ancestor, Goomteegirh, to whom it was sold in shunkullup by defendant. Defendant admits that, excepting 29-10 beegahs cultivated land, which Plaintiff received 15 years ago, and called Muth Bulbudur, and 16-17 beegahs reclaimed and cultivated by Buktee, a tenant of defendant's, and 93-18 beegahs jungle, and 6 beegahs 4 biswas recently reclaimed by plaintiff, the property claimed was established by Goomteegirh, and is Plaintiff's ancestral inheritance. Defendant would not, however, recognize any right in Plaintiff, except that of tenant-at-will. Plaintiff admits Buktee reclaimed and cultivates 16-17 beegahs from defendant, but he disputes defendant's right to grant him the land. He adds that he is not related to Bulbudur, but that individual four generations ago left him his Muth.

The puttass filed create no right, and are too vague to act upon. One is from a chukladar who had no legal right to grant anything, and the other is from defendant, and is a lease for one year, and shows no particular quantity of land. The evidence taken shows that plaintiff has cultivated Bulbudur Muth for at least three generations, though defendant would allow 15 years only. It is sufficient that defendant has allowed plaintiff to hold the land on the same tenure as his ancestors, and thus given him an equal right in both, whatever that may be.

The actual condition and circumstances of the case, as admitted by the parties and inferred from their statements, are enough, and all that can be obtained to have a decision on. Whatever land plaintiff has brought under cultivation and held at favourable rates for several generations under a recognized title of ancestral property, he is entitled to continue in possession of at equitable rates as the just reward of his toil and outlay of capital. More than this, in the absence of evidence to support it, he cannot claim. No gift was specified, and jungle and waste are presumed to belong to the superior proprietor, unless a special right is proved.

*Decree.*—Decreed to Plaintiff the right of occupancy at an equitable rent, to be determined hereafter, in 44 beegahs and 19 biswas cultivated land, 20 beegahs 2 biswas baghs, 1 beegah 19 biswas abadee, and the wells and other property constructed by plaintiff pertaining to land in perpetuity as per khusrah annexed, in Poorwa Gujadhurgirh, Richowra.

(Sd.) H. W. GIBSON,  
Act. Asstt. Settl. Officer.

15th November 1864.

*The second case is Pooray Kaleegirh.*

KALEEGIRH vs. RAJAH SURNAM SING, Talookdar.

Amount of land held by this Gossaen is beegahs 125 "kham" at Rupees 42.

KALEEGIRH, son of BUKTAWURGIRH, age about 25 (looks much more), states:—

Rajah Chutterdaree Sing conferred the land I have in possession on my grandfather Bussantgirh, as "shunkullup" for money received, at Rupees 5 rent, as a nominal rent, though

though intended to be "maafee." For the last three years it has been Rupees 42; before that it used to be sometimes Rupees 39, sometimes Rupees 40, sometimes Rupees 35 and 30, and so on.

*By Court.*—Bussuntgirh established and peopled the poorwa; there are five or seven men, but only one family of us. My father died about 12 years ago.

*Hooblall*, agent for defendant, replies as in case of Gujadhurgirh.

*Order.*—Case for 17th instant, when his reply will be received.

17th November 1864.

*Hooblall*, for defendant, replies that this plaintiff only has 54 beegahs, which he pays Rupees 42 for; that he has not 125 beegahs, and that he is not descended from Bussuntgirh.

*Order.*—That Plaintiff at once file an abstract from the khusrah, and that defendant show who has cultivated the remainder of plaintiff's claim, viz., 71 beegahs.

(Sd.) W. E. FORBES,  
Asstt. Settl. Officer.

17th March 1865.

PARTIES PRESENT.

Khusrah filed skows injureebec measure cultivated 40-12 beegahs, baghs 3-16 beegahs, culturable waste 97-12 beegahs, unculturable 17-14 beegahs, total 168-14 beegahs. Of unculturable 1-8 beegahs is abadee.

*Defendant questioned by Court*—States 27-10 beegahs cultivated is plaintiff's kudeemec land, for which he has paid always Rupees 42; 22 beegahs 2 biswahs have been recently cleared a year ago, and has not been assessed. This and all the culturable waste and unculturable, save the abadee, plaintiff has no right to. Also of the 3-16 beegahs baghs he claims 1-8 beegahs. Alsee Brahmin's bagh he has nothing to do with. Bussuntgirh was the original grantee and founder of the poorwa; his heir was Petumburgirh, whose heir was Buktawurgirh, whose son is Kalka, plaintiff.

*Plaintiff* files three puttass I mark A. B. C. Plaintiff says Mahommed Gunnee and others, whose seals are fixed to one of the puttass, and Ashrug Ali and Baz Khan, were chukladars. I brought nine cutcha beegahs under cultivation last year. My land has never been measured to me. The rest of the cultivated land has descended to me as it is; Dhumoo Opudhia Alsee's son is in possession of Alsee Brahmin's bagh. I sue for it because the bagh was planted on my land.

*Defendant questioned states*—The chukladars might give what puttass they pleased whilst defendant was a fugitive from his estate. Defendant's putta is genuine.

*Judgment.*—Suit to hold in perpetuity, at a fixed annual rent of Rupees 5 Poorwa Kaleegirh, consisting of cultivated land 49-12 beegahs, baghs 3-16 beegahs, culturable waste 97-12 beegahs, abadee 1-8 beegahs, and unculturable 16-6 beegahs jureebec as per khusrah filed. Plaintiff declares he inherits the property claimed from his grandfather, Bussuntgirh, who purchased it in shunkullup from defendant at a nominal rent of Rupees 5 per annum. Defendant admits the poorwa was established by Bussuntgirh, but plaintiff inherits from him 27-10 beegahs cultivated land. The rest, excepting the abadee and 2 beegahs 8 biswas baghs, plaintiff has no right in. Defendant is indisposed to concede plaintiff any right in the ancestral property. Plaintiff admits that 1 beegah 8 biswas bagh included in his claim belongs to Dhum Opudhia, but it was planted with his permission. Nothing beyond what the puttass filed and the parties may say can show what right plaintiff possesses in the property claimed. Three puttass are filed, but are too vague to act upon; they specify no land in kind or quantity. Two are from chukladars who had no legal right to grant anything, and the third is from defendant leasing Muth Bussuntgirh for Rupees 30.

Plaintiff having established the poorwa and held the land he cultivates for three generations, under the recognized title of ancestral property, is entitled to continue to hold it so, paying an equitable rent. His claim to the waste cannot be allowed, as it is not proved to have been given him. The land he has recently brought under cultivation must be reckoned the same as his other land, for the reasons stated in Gujadhurgirh's claim. One beegah eight biswas bagh, called Alsee Brahmin's bagh, plaintiff cannot sue for, as it belongs to another according to his own account.



hereafter, the right of occupancy in Poorwa Kaleegirh, consisting of 49-12 beegahs cultivated lands, 2 beegahs 8 biswas bagh, and 1 beegah 8 biswas abadee, as per annexed khusrah.

(Sd.) H. W. GIBSON,  
Actg. Asstt. Settl. Officer.

15th November 1864.

*The third case is Pooray Juggurnauthgirh.*

JUGGURNAUTHGIRH vs. RAJAH SURNAM SING.

Amount of land held by this Gossaen is 225 beegahs "kham" at Rupees 82.

JUGGERNAUTHGIRH, son of DHUNEEJUNGIRH, age 55, states :—

Rajah Chutterdaree Sing conferred the land I hold on my great-grandfather Groron Jumnagirh, in "shunkullup;" can't say if money was given. Nominal rent of Rupees 12-8 was fixed, for the grant was in reality a maafee grant. For the last three years I have paid Rupees 82. The rents have been gradually amounting up to Rupees 82; used to be Rupees 25, 30, 35, &c.: 150 beegahs about is cultivated only.

*By Court.*—Jumnagirh established the "poorwa;" there is only my family.

*Hooblall*, agent for defendant, replies as in case of Gujadhurgirh.

*Order.*—Case for 17th instant, when his reply will be received.

17th November 1864.

HOOBLALL, for defendant, replies :—

The amount of land which belongs to plaintiff as his ancestral cultivation is 100 beegahs only; 56 beegahs he has succeeded to since eight or 10 years on the death of another Gossaen, Mooteegirh. He now holds 156 beegahs at Rupees 82.

*Issue* here is the amount of cultivation now held by plaintiff, viz. 156 beegahs; is it all his ancestral cultivation, or how much? and what rent has he been paying since the 13th February 1844?

*Plaintiff* to file abstract of khusrah of his entire claim, and defendant to show by another list the actual fields held by plaintiff as his 100 beegahs ancestral.

(Sd.) W. E. FORBES,  
Asstt. Settl. Officer.

17th March 1865.

PARTIES PRESENT.

Khusrah filed shows in jureeb measure cultivated 86-15 beegahs, baghs 8-13 beegahs, culturable waste 121-12 beegahs, abadee 7-16 beegahs, unculturable 16-9 beegahs.

*Defendant questioned*—States 80-15 beegahs cultivated is ancestral; six beegahs have been gradually brought under cultivation five or six years ago. Baghs are ancestral. The culturable waste and unculturable plaintiff possesses no right in. Defendant agrees to give 156 beegahs cutcha cultivated by plaintiff at an annual rent of Rupees 82, but not a fixed rent. Plaintiff must pay an equitable rate.

*Note.*—I mark the puttass filed by plaintiff A. B. C. D. E. and F.

*Judgment.*—Suit to hold in perpetuity, at a fixed rent of Rupees 12-8 per annum. Poorwa Juggurnauthgirh, consisting of 86-15 beegahs cultivated land, 8-13 beegahs baghs, culturable waste 121-12 beegahs, abadee 7-16 beegahs, and unculturable 16-9 beegahs jureeb, as per khusrah filed. Plaintiff declares he inherits this property from his grandfather, who received it from defendant in shunkullup.

Defendant admits 80-15 beegahs cultivated land is ancestral, and six beegahs plaintiff has brought under cultivation. The baghs and abadee are also admitted to be ancestral. The rest defendant denies plaintiff has any right in, for the reason stated in Gujadhurgirh vs. defendant, and Kaleegirh vs. defendant, decided to-day.

*Decree*

*Decree.*—Decree to plaintiff in perpetuity the right of occupancy at an equitable rent, to be determined hereafter, in Poorwa Juggurnauthgirh, consisting of 86-15 beegahs cultivated land, 8-13 beegahs baghs, and 7-16 beegahs abadee, as per annexed khusrah.

(Sd.) H. W. GIBSON,  
Actg. Offg. Asstt. Settl. Officer.

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From R. M. KING, Esq., Settlement Officer, Pertabghur, to F. O. MAYNE, Esq., Commissioner, Baiswarra Division, Roy Bareilly.—No. 138, dated the 21st March 1865.

I HAVE the honour to submit 36 files of cases of enquiry into the condition and claims of cultivators in this district in pursuance of the instructions of Financial Commissioner's Circular No. II., dated 24th October 1864.

2. My proceedings have not been limited to the method prescribed in that circular (though I have conducted the enquiries in 26 cases in the manner described), for I have taken individual cultivators who professed to have a claim (in a few instances), and thoroughly sifted their assertions and learnt their antecedents. The result of the whole has been so uniform that a few words will suffice to convey the inferences to be drawn from it. Omitting the questions put, the following is what usually passed:—The cultivator generally said, "I am a cultivator; I have no right; I have the right of cultivation, that is, to till and pay rent to the 'Sirkar'" (by which the peasant means his immediate superior, and not the Imperial Government); "if my rent were raised too high, I should complain to the 'Hakim,' but my rent has never been severe. Why should the landowner wish to oust me, or ask me more than I can give? I could not complain to the 'Hakim' in the Nawabee. I should have been helpless, but I have never been rack-rented; if I were, I must leave the land; I have no right to it." A few cultivators have maintained that now, i.e. under British rule, "the landowner cannot take our fields away from us. The Government alone can do that, and we should certainly petition if we were ousted."

When pressed to show what grounds they could urge before the Government officer for the maintenance of their tenures, some few would say that they had tilled the land so long and manured it so much, and perhaps dug a well or two to improve it, that they thought they ought not, in equity, to be ousted; that they had succeeded their fathers and grandfathers in those fields, and had groves and tanks in the village, and it would be unfair to part them from these, which would be done if their fields were taken from them.

3. No other argument was used, and therefore I will not dwell on the absence of such as appeals to custom or agreement; suffice it to say they were never mentioned. The landowners, on the other hand, uniformly maintained that the cultivators had no right either to hold the same fields or to pay a fixed rent, and therefore in no case have I proceeded to a decree or other act for the maintenance of the cultivator's position. Indeed, although the wording of Circular No. II. would warrant a decree, yet I think that the circular is in, its whole character, merely tentative; and that, to have given any decrees when the general result of the enquiry might have led to instructions (referred to at the close of the circular) at variance with my orders would have been an unwise movement.

4. I will now only offer a few remarks on the general question of cultivator's right, leaving you to make your own inferences from the above results of my enquiries. That no law or custom has conferred rights on the cultivator in Oude has been, I apprehend, long known to all officers who have been engaged in the revenue administration of this province. In fact, it has been, in my opinion, a defect in the administration that whereas nothing pre-existed in the country among the people themselves which might serve as a guide in directing the relations of landlord and tenant, and nothing comprehensive enough to form a method for their treatment has ever been promulgated by the Executive Government, we have from the first interfered between the parties whose mutual relations we are now, somewhat late in the day, desired to ascertain. Having, then, nothing authoritative and nothing fixed but an intention of interfering, all officers have in practice dealt with each question of rent as it presented itself on such equitable grounds as recommended themselves to their private judgment and feelings.

5. As this has gone on for the last seven years, it would be unreasonable to suppose that the parties whose interest it affects should not have supposed it was the result of

the policy of the British Government; and I have now no sort of doubt, from my late enquiries, that the general idea is that the cultivator has a right to petition if aggrieved in the demand for rent, and get his liability fixed by an equitable English Judge.

I own I should have considered the period of time which has elapsed between the recovery of Oude and the regular settlement to have passed more profitably if, by acting on the knowledge (which is now, I think, generally professed) concerning the non-existence of cultivating rights, we had resolutely not interfered between the landlord and tenant. The last seven years would assuredly have sufficed for the determination of the question whether in Oude the cultivator could be left wisely to the protection which the civil law affords to other branches of industry.

As it is, the result of the past few years is to reduce us to the somewhat anomalous position adjudicating between the landlord and tenant without any defined system; 2dly, of having begun the work of a regular settlement with the laborious and costly machinery of the North-Western Provinces system, without having the only object which can render such an expense advisable, viz., to facilitate the settlement of future rent questions; and, lastly, of having undertaken these enquiries now reported at a time when, if it be advisable, on the score of policy, to protect the cultivator, the money and opportunity of doing so with effect have been in many districts of the province both wasted.

6. I say on the score of policy, because I believe that the whole question is one which should be determined on purely political grounds.

Without raising here the question whether the alleged discovery of tenant right in the North-Western Provinces may not be ascribed to other causes than to the pre-existence of such rights among the people themselves, I think that such a discovery must always be to be regretted, because it has led to the subject being treated on the somewhat low ground of evidence of facts, instead of on the high grounds of policy, which are alone worthy to be considered in reference to a matter of such deep importance to our Indian Empire.

If, then, as an objector may say that the securities guaranteed under the Sunnud prevent your constituting tenant right in Oude on political grounds, the discussion is over as far as those estates are concerned in which a Sunnud has been granted.

The matter is over for good or ill for ever, and the same Sunnud which bars the action of policy bars also the ingress of Act X., and should, if talookdars dared to reason hostilely with the Judge on the bench, bar the equitable decisions which are every day given on the time-honoured "Pywustah Guzushtah" of jumabundee records.

7. The result, then, to which I come in Sunnud estates is this:—that, supposing the general result of the present enquiry be to show that cultivators had no right, and the interpretation of the Sunnud oblige you to maintain the *status quo*, the Government must leave the question alone, notwithstanding the demands of policy or the cry of the cultivator.

8. But it may be worth while to enquire whether in issuing the Sunnuds the British Government has not undertaken more than it can perform. My enquiries have led me to the belief that, so far from the cultivator having had any *right*, the low castes were in some respect slaves of the landlord.

*Ville* in services are the rule in most large estates of this district, and these resemble somewhat those which now exist in Russia; but I believe the balance of the comparison is certainly much in favour of the Indian peasant.

To give one or two days' ploughing in the year to the lord's lands, to give a basket of chopped straw and some bundles of thatching grass, a bundle of sugarcane, and to serve "begaree," are all recognized services in this district, and all smack much more of serfage than freedom, not to talk of rights.

Although under the Sunnud a talookdar might, I presume, claim all of these seignorial droits, yet I am sure that the officers of Government would not feel bound by his arguments to award them to him in Court.

9. Thus, then, I have supposed a case where the Sunnud-holder might reasonably claim what would certainly be refused; and it is likely that in future conflicts of this kind will arise, and then the question will be discussed what was the *status quo* which the Sunnud undertakes to assure to the talookdars.

This is a wide field for argument, historical and legal.

For my own part, I have no doubt that the guarantee of the Sunnud, understood as it might and will be by the talookdar, is an impossible guarantee. What were the relations between the talookdar, the cultivator, and the native Government of Oude which we have promised to maintain?

10. I hold

10. I hold it to be a true view that the Government of Oude looked upon itself as sole owner of the land of the country it governed, except in those cases where it had alienated that right by its own act, and that this idea was only modified in practice by the limited power of the Government. I believe that the landowners in general looked on the Government and its officers much as an army of occupation in a conquered country, to be opposed or courted as interest varied; that the agricultural masses looked upon the landowners as their immediate and present masters, and often joined them in opposing the Government.

11. It must be added, however, that the only beneficial use to which the Government could put its assumed property in the land was the raising of revenue from it; and therefore they practically recognized the existing facts of the appropriation of the land by the so-called landowners, and the cultivation of it by the lower classes; and I think in their treatment of each class may be found the view they held of them.

The landowner was, they thought, too much of an opposite interest to its own to be altogether approved of; but, being a fact, and also capable of doing much to thwart the Government, was tolerated and kept in check.

The lower classes or cultivators were to them the working bees of the hive from whose labours the revenue was to be drawn. The old traditions of the Mogul Empire, and probably of all Hindostanee dynasties, wisely inculcated the maintenance of a contented peasantry as the firmest basis of their power; and though they succeeded remarkably ill in carrying out their intentions, yet the legend was not abandoned, and may be traced in the majority of the pultas for the annual payment of revenue from the native officers to zemindars or even farmers. In these deeds "raeyca razi rukhna" is (next to the punctual payment of the revenue) the most indispensable condition of the tenure. It may be conceded, however, that the latter condition was not much more irreligiously observed than the former; and I do not think that it can be argued from the misadventures of the Oude Government in this particular, that they either never had or ever abandoned a power to exert themselves in behalf of the cultivators.

12. To come to later times, it is a matter of history that the reforms which the British Government urged upon the Oude Government included some measure for the better security of the cultivating classes and it may have been quite possible that, had the King adopted any sound system for such an end (say the North-Western Provinces system), he would be now at this moment reigning in Oude, and have obviated the necessity for our present enquiries.

13. Arriving then at the period of annexation, I believe the above sketch to represent truly the then status of the cultivator, i.e. that there was a Government tradition afloat as to the duty of protecting him; that there were some excessively poor attempts to protect him; but that at any time the Oude Government might by caprice or design have interfered in his behalf in a more or less effective manner. Passing over the annexation, rebellion, and recovery of the province, we come to the epoch of the Sunnuds, which guarantee to the talookdar the rights which he had enjoyed at annexation. If my statements are so far correct as they apply to the power which resided in the Oude Government at annexation, it follows that the talookdar was then liable to interference on behalf of the cultivator; and can it be, then, that the Sunnud guarantees him from all interference now? That it cannot be so may be conceded to argument, I think; and I have not the smallest doubt that events, if left to themselves, will prove the truth of this conclusion.

It is not to be supposed that the march of progress will be stopped in Oude in order to preserve to the talookdar a state of things which belonged to past times; and as so many other interests are bound up in those of the talookdar, the British Government could hardly have the right, if it had the will, to sacrifice the rest to one section of its subjects.

14. In conclusion then, I infer that practically the guarantee of the Sunnud, as far as it affects or will in time be found to affect the interests of others than the talookdar and the Government, must be as if it did not exist; and the question of tenant rights, like all similar ones, must be debated on its own merits, and the demands of policy.

I also think that, if Government ever will try the experiment of leaving the agricultural community to the protection of the civil law alone, the present is a very good opportunity for introducing the experiment in Oude.

No doubt the civil law would soon, by various judicial decisions, produce a branch code of revenue law; and a system of a definite kind, however it be produced, will be a great boon to all parties. Finally, I think that if, on any grounds, Government intend to

make any regulations for the protection of cultivators, they should be made at once, in order to enable them to be incorporated in the settlement papers of as many villages as are not already completed.

P.S.—I have sent also a copy of a letter received from Captain Ouseley, Assistant Settlement Officer, with files of his enquiries into cultivators.

*Mouzah Dewapore, Talooka Ugtola.*

Case No. 27.

GUNGA, Koormee, vs. TALOOKDAR of UGTOLA.

*Claim.*—Cultivating rights in lands in the village.

THIS enquiry has been set on foot in pursuance of the orders contained in the Financial Commissioner's Circular No. II. As it is a tentative enquiry, in order to throw light on cultivators in general, as well as plaintiff in particular, I think it right that I should record the facts preceding the present appearance of Gunga in my Court.

I desired that a notice should be cried in some villages of the Ugtola ilaka in order to provoke claims by cultivators. On 4th November notice was given in Dewapore, but no claims were made, although I stayed some 10 days in the Ugtola estate (only 25 villages), Pergunnah Dewapore, or any of the other villages. After waiting there, and finding no claims preferred (even although I in one instance personally explained to a man who said he had been dispossessed of his fields that he should at once lay his case before me), I took to the course of compelling cultivators to come. Then against his will

How Gunga was brought to Court.

Gunga has come. I ask him what he understood of the notice. He says he understood that any one who was established in the village, and had a house and home and a manure pit there, should sue if he were ousted; and as no one meddled with him, he did neither. I ask him if he would sue if he were ousted. He says he would sue, perhaps. But when asked on what

Gunga thinks he would not sue if ousted.

grounds, he says he thinks he should not sue, but walk off with his bullocks to another village, and if he could not get land, then he should work for daily wages. He then states, I used to live on Kinhowlee

Story of Gunga.

of Pergunnah Dinguns (five coss, from Dewapore) 25 years ago. I came and settled in Dewapore, and got 15 beegahs at Rupees 59; first got 10 beegahs at Rupees 36, and then five more, and paid Rupees 59 for the lot. Never meddled with but once, when talookdar tried to take half as much rent again as above. Plaintiff fled, returned in two months, and paid the excess demand. This was in the Nawabee. Has always been subject to pay one or two annas additional rent when talookdar is pleased. Was never ousted, because, being an old cultivator, he used to consent to pay these exactions and high rents more willingly than a new comer would. Has always valued his khets for the great jheel; has no bagh. There is a talookdar's grove, of which all the assamees get a share; plaintiff gets a share too; also gets a share of the

Gunga is a foreman.

fruit of one mhowa tree. Is a foreman of the village also, and collects the rents; gets Rupees 2 per mensem for this. Does not know he has any rights. This concludes Gunga's case.

I think he may be set down as a man *wholly destitute of rights* if by the terms we mean an equitable power, arising from agreement or custom (made or understood), to maintain himself in the possession of lands for cultivation

Result of the case.

against the landowner, whether such maintenance be based on a fixed or shifting basis.

This is the first enquiry I have undertaken. When a few more have been made, this will, with them, be submitted to the Commissioner.

Camp Bhurt pore,  
the 21st Nov. 1864.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Dewapore, Talook Ugtola.*

MUDAREE, Koormee, vs. TALOOKDAR of UGTOLA.

*Claim.*—Cultivating rights in land in the village.

See remarks in No. 27, which apply to this case.

Plaintiff says he did not move on the proclamation because nobody meddled with him; were he interfered with he would sue. Tills 11½ beegahs; pays Rupees 46-12 per annum; has

has paid this since 1268 Fuslee; formerly paid Rupees 30 per annum; paid this till the mutiny; has since the mutiny paid Rupees 46-12; can't tell why. Never complained of high rent. Used to live in Pergunnah Durjum; has lived in Dewapore for 25 years. Irrigates for the great jheel. Owes Rupees 20 to a mahajun; thinks that an awful lot; does not know how to pay it; crops have failed this year.

The man is a perfect tenant at will, and it is useless to continue the enquiry. See my opinion in Case No. 27.

Camp Bhurtpore  
the 21st Nov. 1864.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Deoburpore, Pergunnah Behar.*

• SOOPHUL PANDY vs. NUJUF ALI, zemindar.

*Claim.*—Cultivating rights.

*Plaintiff.*—I claim nothing; I come here because I was ordered.

(The Settlement records show that plaintiff held in 1269 Fuslee beegahs 17-3-17 at Rupees 49-8-3.) Plaintiff affirms this to be correct; says he has lost three beegahs two years ago; the rent was raised from Rupees 2 to Rupees 2-8 per beegah, and so he left them. He kept two beegahs of the same quality, paying Rupees 2-8 per beegah. The rise in rent was general. Has no claims.

Camp Behar,  
the 29th Nov. 1864.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Deoburputtee, Pergunnah Behar.*

1. RAMDIAL, 2. BORYE, Tewarries, vs. NUJUF ALI, zemindar of village.

*Claim.*—Cultivating rights.

Parties present, plaintiff 1 and defendant.

The Settlement records show that plaintiff held beegahs 23-9-16 at Rupees 63-12 in 1269 Fuslee. Plaintiff states, "I came into this village 30 years ago by leave of defendant's father. I got 10 beegahs of land at Rupees 20. I paid this for 10 years, and then got beegahs 10 more, and paid Rupees 54; I then got 3½ beegahs more, and held them two years, paying Rupees 63-12."

I lost the 3½ beegahs five years ago or four years. I gave them up because there was no water for them.

I now hold beegahs 20-4-16 at Rupees 54-4; never paid less. (Then he says) the rent has gradually amounted to the present sum by successive increases; was never dispossessed, nor would he sue if he were; has no bagh of his own; had a father-in-law, who held 65 mhowa trees; was adopted by this man, and holds his trees, paying Rupees 27 per annum to defendant for them; (then says) I got beegahs seven when my father-in-law died. My former statement was incorrect (plaintiff seems unable to depose with any accuracy). Says he has no cultivating rights.

Inherited property by a cultivator.  
Camp Behar,  
the 29th Nov. 1864.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Ramghur Bunohee, Pergunnah Behar.*

SHEOBUNDUN, Bunya,

vs.

1. SHEORUTTON,	} Bissains; Zemindars of the village.
2. SHEOPAL,	
3. DABEE BUKSH,	

*Claim.*—Cultivating right.

Parties present.

(This is an enquiry in pursuance of Circular No. II. of Financial Commissioner of Oude.)

(290.)

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The records show that plaintiff tills beegahs 13-17-11 at a rent of Rupees 44-5.

Plaintiff states that he settled in this village some 15 or 16 years ago by the patronage of Shere Sing, uncle of Sheorutton, defendant. That he holds two beegahs "bagh" given him by Shere Sing in jungle land, which he broke up; that he has never paid more than above rent; no extras; that he pays two handfuls of grain for each field at each crop to the chowkeydar; pays no dues nor does any services to defendants; pays only rent; has never been dispossessed; would sue if he were ousted or pressed for more rent; if so treated in Nawabee, would have left the village; having no resource, considers himself entitled to his holding; cannot explain why he thinks so; cannot allege any custom or agreement made or implied to the benefits of which he can say he is entitled, or will ever become entitled; got a pair of plough cattle from the zemindar when he settled in the village, for which he paid gradually; there is no rule in village about old or new cultivators. There are no "paikashts." Is again and repeatedly and in various ways asked in what way he founds a right, whether owing to agreements, or custom, or length of tenure, or capital expended, or improvements made, and can allege no grounds at all; at last says that he should lay stress on length of tenure. Gets water for irrigation from a pukka well, to the making or repairs of which he has contributed nothing; also gets a share of water from a tank and a nullah; has done nothing to help the supply of water; gets it all free.

I now proceed to the claims of other cultivators in this village.

Camp Behar,  
the 29th Nov. 1864.

(Sd.) R. M. KING,  
Settlt. Officer.

29th November 1864.

*Defendants.*—"We have no customs or privileges of cultivators in our village; no length of tenure secures indulgences; cultivators hold at our will, and pay what rent we like to ask. We never raise rents; if we did, we should, as a matter of fairness, raise them all round. A son usually succeeds his father, and sons may divide the fields of their father, or no, as they please; it all depends on whether they pay the rent; so long as this is done, what do we care?"

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Ramghur Bunohee, Pergunnah Behar.*

PURSHUN, HUNOOMAN, MEHDEE, DABEEDEN, Tewarries, *vs.* ZEMINDARS of RAMGHUR BUNOHEE.

*Claim.*—Cultivating rights.

(Case taken up in pursuance of Circular No. II. of Financial Commissioner, Oude.)

*Purshun*, plaintiff, is found from the Settlement records to hold beegahs 6-17-10 in the village at Rupees 25-3-3; is one of four brothers; does all the business of the family. Their grandfather, Incha Ram, came some 50 years ago from Munowa, in Behar, and settled in the village, and got some 33 beegahs of land; rent unknown. He had three sons, Seodeen, Duriow, Gunga; they divided their father's land. Plaintiffs are descended from Seodeen, who got one third of the arable which is now held by plaintiffs. Seodeen paid the same rent as plaintiffs do. The three brothers got three baghs, which are held in common. Seodeen, Duriow, and Gunga made a pukka well, which fell in 15 years ago. Then plaintiff's maternal uncle, a havildar, put it right again. Plaintiffs now take water from it. The only aid in making the well received from defendants was that they postponed the rent for a kist. No agreement was made; says he has no right in the land; would sue if dispossessed, of course if by so doing he would be maintained; would do the same if his rent were raised, if he thought by doing so he would lower it; knows no difference between old and new cultivators; pays 1½ seer per beegah to the chowkeydar; no extras; keeps a ploughman; does no suit or service; pays no dues; cannot explain on what foundation he builds his right; says he has no right, when pressed to explain; has built a house, not a bad one; got wood and thatching grass from defendants; prepares tiles himself, and has tiled his lodge.

Camp Behar,  
the 29th Nov. 1864.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Ramghur Bunohee.*JODEE SING, Gour, Rajpoot, *vs.* ZEMINDARS of VILLAGE.*Claim.*—Cultivating rights.

Plaintiff says, I claim no rights at all; I come because I was ordered to do so. My ancestors came from the west; we lived in Bareilly Fort, then in Nichnee, in Pergunnah Durjun, Tehsil Behar. Moved into Ramghur 10 years ago.

(The records show that Plaintiff tills 12 beegahs 3 biswas at Rupees 43-3-9.) Plaintiff says this is true.

Plaintiff has tilled this land at this rent for 10 years; never paid more or less; has no bagh. Once dug a small hole in the ground; can't call it a well; has made a house; got wood free, and straw from his field. Has no rights that he knows; would leave the village if he were bothered. See Cases Nos. 1 and 2.

Camp Behar,  
the 29th Nov. 1864.

(Sd.) R. M. KING,  
Settlt. Officer.

*Boorypore, Pergunnah Behar.*

DRADUT, Misr.

In my endeavours to carry out the instructions of Financial Commissioner's Circular II., 1864, I have to-day had several cultivators before me (see Cases Nos. 1 to 6), but have not been able to get any avowed claimant of cultivating rights, or any statement of reasons for such a claim. Afterwards I desired that *any* cultivator who desired to have his *rights* recorded should come forward. Dradut advances and states:—I am a partner in the zemindarce of Pergunnah Gunsam, and I got permission from one Purmessuree Dass, Bunya of Behar, near the village of Boorypore, to break up 17 biswas of jungle. Purmessuree Dass had taken a lease from the talookdar, Dohul Sing, of Chowrass, for the whole jungle of the said village for three years, to break up and bring under the plough what he could in that time. This was six years ago, and I agreed to pay 2 annas per beegah. Purmessuree Dass did not hold the lease (for reasons not known to plaintiff), and he paid Rupee 1 per beegah to Dohul Sing for three years. In the fourth year plaintiff was ousted; hence his suit now. On being asked his grounds of claim, he is at last understood to say that a permanent right is acquired by all breakers of jungle. He cannot support this assertion, and his own statement plainly shows that he took the land from a person whose interest terminated in three years. As for his payment of Rupee 1 instead of annas 2, this I must conceive to have been voluntarily made, for plaintiff had a good case to go on to refuse the payment of Rupee 1. He cannot allege any agreement with Dohul Sing, or support his assertion of perpetual right to breakers of jungle. The case is in no way one of cultivating rights.

Camp Behar,  
the 29th Nov. 1864.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Mirpore Bunohee.*1, GISEAWUN, Aheer, 2 BUGNA, Aheer, *vs.* TALOOKDAR of SHEIBPORE CHOWRASS.

Plaintiff 1, and Defendant's Agent present.

Plaintiff is shown by the Settlement Records to hold beegahs 6-4-9 at a rent of Rupees 17-11. Plaintiff affirms that is as near the truth as he knows or cares; says I have no claim whatever. I pay rent to the zemindars, Hunooman, &c. (who are, it appears, confirmed in a subordinate tenure of this village in the summary settlement).

It is useless to pursue plaintiffs; no claim any further.

Camp Behar,  
the 29th Nov. 1864.

(Sd.) R. M. KING,  
Settlt. Officer.

*Village Sookowpore, Pergunnah and Zillah Pertabghur.*

No.	NAME AND CASTE OF CULTIVATOR.	Area of land in Standard Beegahs.	Area of land in Village Beegahs.	Rent in 1269 Fuslee.	REMARKS.
				Rs. A. P.	
1	Benidhur, Aheer - - -	4 1 10	—	14 0 0	
2	Bujbookun, Tewarry - - -	1 3 11	—	2 0 0	
3	Pursheen, Misr - - -	6 4 18	—	25 0 0	
4*	Ramadeen, do. - - -	2 3 4	—	9 0 0	
5	Junuh, Aheer - - -	2 15 4	—	10 0 0	
6	Jumye, do. - - -	2 18 12	—	12 0 0	
7	Chumgum, do. - - -	2 15 1	—	10 0 0	
8	Zunjura, Pasee - - -	0 11 14	—	2 0 0	
9*	Ramlall, Sookul - - -	7 5 0	—	18 0 0	
10	Newye, Aheer - - -	1 2 1	—	6 0 0	
11	Sheodeen, Patock - - -	7 2 2	—	22 0 0	
12	Sheobuksh, Sookul - - -	3 13 14	—	11 0 0	
13	Kaloo, Aheer - - -	3 10 8	—	10 0 0	
14	Do., Lohar - - -	2 13 8	—	14 0 0	
15	Gunga, Pandy - - -	2 4 9	—	6 0 0	
16	Luchmedur, Misr - - -	9 11 8	—	25 0 0	
17	Ungohed, Lohar - - -	4 1 9	—	16 0 0	
18	Nandkishore, Tewarry - - -	8 7 7	—	32 0 0	Now pays Rupees 39.
19	Muttow, Aheer - - -	9 2 0	—	30 0 0	

\*Paikasht cultivators.

No. 1, of 25 years standing; always paid same rent; can't say whether he would pay more if asked; has no view on rights.

No. 2, of 20 years; always paid same rent; has no right save of cultivating; would not pay more; has no distinct views.

No. 3, of 20 years standing; always paid same rent; has no right.

No. 5, of five years; his father left village 10 years ago; has no rights; has no putta for the year; had one once.

No. 6 (his mother), of 30 years standing; same as above.

No. 7, of five years; was a servant before; no right.

No. 8, of 25 years; no rights.

No. 10, of 15 years; pays no services or dues (zemindar says he does); has no rights.

No. 11, of 20 years standing; has no rights; was of another village; originally has a maafee of one beegah voluntarily given; may not sell or mortgage it; can't say if his son will get it after him.

No. 12, of 10 years; has no views worth recording, but claims no rights.

No. 13, of 30 years; has no rights; does service to the zemindars as others do.

No. 14, of 50 years; has no rights.

No. 15 is a Patock, not Pandy, of 15 years; does not live in village; has no rights.

No. 16, of 30 years; his grandfather moved from village to village; has no rights.

No. 17, of 35 years; would sue if ousted, but says that if the Thakoor ousted him he would be quite "lachar."

No. 18 (his son), of 50 years or more; has no rights, and does not think he would sue if ousted.

No. 19, of 25 years; had nine beegahs, but could not pay : so has 3 beegahs at 12; owes Rupees 10.

In all the above I can see no trace of right.

The 2d March 1865.

(Sd.) R. M. KING,  
Settlt. Officer.

*Village Surai Nandy in Mouzah Teonga.*

No.	NAME AND CASTE OF CULTIVATOR.	Area of land in Standard Beegahs.	Area of land in Village Beegahs.	Rent in 1259 Fuslee.	REMARKS.
				Rs. A. P.	
1	Ramjeram, Pandy - -	5 11 1	13 19 0	65 1 9	
2	Matadeen, Choubey - -	8 1 17	7 11 0	35 7 0	
3	Gujjaram - - - -	8 3 2	8 1 0	40 1 0	
4	Sheogolam, Pandy - -	2 9 10	2 10 0	6 0 0	
5	Bussunt Lall, Naik - -	2 18 17	3 10 0	6 12 0	
6	Rummo, Chumar - - -	2 2 11	2 0 0	10 4 0	
7	Ramadeen, Naik - - -	33 1 7	34 0 0	35 0 0	Now pays Rupees 41.

No. 1 has paid this rent since 1245 Fuslee, when he was a zemindar; thinks he has some right in it; cannot explain how; has one beegah maafee given by the talookdar; would sue if he were ousted; lost his zemindaree by mortgage; thinks Government should restore it to him; considers himself fully entitled to the ownership of the land in spite of the mortgage, which has become a sale; is told to sue for any rights which he has as a *quondam* zemindar, but is not able to specify any.

No. 2, brother of, holds lands tilled by his ancestors of the fourth generation; holds groves, but in all other respects is a cultivator like others in the village; cannot be ousted without the order of the Government; cannot give any reason for this, except a general idea that this is the consequence of British rule.

No. 3, is now a cultivator; is nephew of No. 1; has one beegah rent-free on score of old zemindaree, but has paid rent on this beegah for the last 25 years.

No. 4, no relation of No. 1; is a cultivator of three generations, and pretends to nothing more, but would sue if ousted; could not have had any remedy if ousted in the Nawabce.

No. 5, 50 years a cultivator, and has a cultivator's rights; would sue if he were ousted, because he thinks he would be maintained.

No. 6, tilled for 10 years; thinks he was a zemindar of Shuklpore (whence he fled 10 years ago) because he had two mhowa trees there; one tree was cut down before he left; has no rights of any kind.

No 7, his brother, holds a zemindaree putta for the land he tills in recognition of his former right of ownership, who commenced some 90 years ago, where his grandfather got this much jungle land from Rajah Bahadoor Sing of Pertabghur to break up. He held it at 4 annas per beegah and his son at Rupees 35, and now, in consideration of the lease being perpetual to his heirs, he (deponent) pays Rupees 41 per annum; is not a cultivator of this land; is a cultivator of three beegahs; in other places at Rupees 7-8; in these lands he has no right.

I can see no sign of any usage or agreement on which the above cultivators can found a claim to be maintained in their holdings.

The 27th Feb. 1865.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Jogapore, Talooka Bylolepore.*

No.	NAME AND CASTE OF CULTIVATOR.	Area in Standard Beegahs.	Area in Village Beegahs.	Rent of 1269 Fuslee.
				Rs. A. P.
1	Neemur, Koormee - -	2 17 3	2 5 0	9 5 6
2	Kunghye do. - - -	10 12 6	8 12 0	39 13 9
3	Mata Bux, Morai - - -	5 12 10	3 18 0	20 14 9
4	Gurreeb do. - - -	3 4 0	2 15 0	23 9 6
5	Sahtoo, Koormee - - -	6 17 16	5 1 0	25 1 0
6	Ramdeen do. - - -	31 12 14	25 7 0	97 3 0
7	Jut Jyna, Bhat - - -	4 18 7	3 10 0	18 5 0
8	Jeawun, Morai - - -	3 12 5	2 15 0	23 2 9
9	Puroutee, Koormee - - -	0 16 4	1 0 0	5 0 0
10	Pultun, Morai - - -	2 6 7	1 11 0	11 11 0
11	Parshun, Bhat - - -	1 18 18	1 16 10	9 14 0
12	Bheebai, Koormee - - -	1 10 2	1 2 0	7 1 0
13	Budul, Morai - - -	2 16 5	2 0 0	16 1 0
14	Binda, Koormee - - -	4 2 0	3 10 0	23 13 6
15	Bence, Morai - - -	6 4 0	5 0 0	38 3 0
16	Munlodh, Morai - - -	3 1 16	2 15 0	21 14 6
17	Matadeen, Bhat - - -	8 12 5	6 5 0	34 4 6
18	Girge, Koormee - - -	10 0 1	7 5 0	31 0 0

No. 1 has tilled the land for 10 or 12 years; always paid Rupees 9; would cry out if he were ousted; on second thoughts would yield up the land if he were asked to pay Rupees 10. Does no services; his Thakoor lives far off, and so he lives at his ease.

No. 2 has tilled for many years; paid Rupees 39 ever since he tilled; would complain if his rent were raised; could only urge that he had tilled the land so long at one rent; has no other right.

No. 3 succeeded his father in his fields; has always paid same rent; same view of rights as No. 2; has a grove for which he pays nothing; no services are rendered.

No. 4 has tilled for four generations; had 10 biswas held rent-free for collecting rents; lost this four years ago; has no views regarding rights; thinks himself a luckless wight.

No. 5 succeeded his father in his fields; has a grove in which he has right; would sue if he lost his fields or land; fled for three years once in the Nawabee.

No. 6 cultivator of four generations; used to manage all the village; says he was a zemindar and a Raee; holds three begahs maafec for service done; has 300 trees; held a lease of the village up to 1270 Fuslee, paying Rupees 274 latterly; did not sue when lease was taken from him; why should he? would complain if he were bothered.

No. 7 "is a zemindar," but cannot explain how; at last admits that she is as "all the others are."

No. 8 has no right, but has a grove, and would sue if ousted.

No. 9 cannot explain his views on rights; would sue if bothered and likely to get anything by it.

No. 10, similar difficulty in explaining his views, but would sue if ousted.

No. 11 was a zemindar, and holds 10 beegahs rent-free on that account.

Nos. 7 and 17 are both sharers in these 10 beegahs (is told to sue for his right).

No. 12 no right, only one beegah of cultivation; would sue if rack-rented.

No. 13 has no right, except in two or three trees.

No. 14 is a cultivator; has always paid Rupees 23; would sue if ousted to save his life.

No. 15 has held for 25 years; is a cultivator; would sue if ousted, because he has has made his khets so nice and spent so much in manure; would not stand being turned out by anybody but the Sirkar.

No. 16, similar views.

No. 17, see No. 11.

No. 18 is a cultivator, and is fully aware of it, and thinks it a poor position.

The 25th Feb. 1865.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Balamow, Talooka Terowlie.*

No.	NAME AND CASTE OF CULTIVATOR.	Area in Standard Beegahs.	Area in Village Beegahs.	Rent paid in 1260 Fuslee.
1	Nullundur, Koormee - -	7 0 13	7 10 0	Rs. A. P. 32 14 0
2	Bichook, ditto - -	3 13 8	3 16 0	12 9 6
3	Buhtoo, Barber - -	2 18 12	2 16 0	10 0 0
4	Mundhur, Koormee - -	9 14 15	9 3 0	34 13 9
5	Newaz, ditto - -	2 6 17	2 10 0	10 0 0
6	Sheodeen, Pasee - -	3 4 13	1 10 0	1 0 0
7	Purshad, Koormee - -	5 8 8	4 0 0	7 8 0

No. 1 has always tilled his lands, paid his rent regularly, and thinks it is his right to hold it at a fair rent, but could do nothing if he were rack-rented or ousted; cannot explain how or why he conceives himself to have any right.

No. 2, ditto, ditto; says he has no rights.

No. 3, ditto, ditto; holds no lands on service tenure.

No. 4, ditto, ditto.

No. 5 has a cultivator's rights, i.e. a right of cultivating; would not sue if ousted or rack-rented; would leave the land.

No. 6 pays such low rent because the land is so infamously bad; is not chukladar nor a servant; has six beegahs in another village, for which he pays Rupees 8-8; has a son who is a servant on Rupees 4 per mensem; has no rights.

No. 7, ditto ditto; is in debt Rupees 16, and does not know how to pay it; lives chiefly by day labour, but considers it respectable to keep a little land; has no right.

There is no sign of a claim to any right in all the above.

(Sd.) R. M. KING,  
Settlt. Officer.

The 27th Feb. 1865.

*Village Bullipore, Pergunnah Pertabghur.*

No.	NAME AND CASTE OF CULTIVATOR.	Land in Standard Beegahs.	Land in Village Beegahs.	Rent paid in 1269 Fuslee.	REMARKS.
1	Buggoo, Koormee -	1 5 8	1 5 0	Rs. A. P. 6 8 0	Paid since 1270 F. 7 0 0
2	Ramdeen, do. -	5 2 15	5 3 0	16 2 0	Ditto, 29 0 0
3	Buksh, Byrur, Buggoo, Koormee -	1 1 1	1 0 0	8 8 0	
4	Teehas, Koormee -	1 15 13	1 15 0	5 14 0	Ditto, 12 6 0
5	Gunga, do. -	1 18 10	1 15 0	4 6 0	Ditto, 9 9 0
6	Byjoo, do. -	0 14 5	0 14 0	1 4 0	Ditto, 3 8 0
7	Unudeen, do. -	5 5 11	5 10 0	12 10 0	Ditto, 26 0 0
8	Munnoo, do. -	2 12 17	2 16 0	7 10 0	Ditto, 20 0 0
9	Neemur, do. -	1 15 7	1 15 0	4 6 0	Ditto, 12 0 0

No. 1 says my land is unirrigated, and I can't pay more than Rupees 7. I am their (defendants') ploughman too; I give all the services as well, "Hurri," "Boosa," "Nurrye." I have no right.

No. 2 says I have tilled for 50 or 60 years; I have no right; I would leave if I were asked to pay more. The rent was raised so suddenly because we were appalled by the cruel fate which befel our Nuncoo; he was put into jail for refusing to stop ploughing at the zemindar's orders when he had not a putta; fearing like punishment, we took such puttas as the zemindars liked; the rent is very severe; we only eat every other day. It was by the Extra Assistant Commissioner's order that Nuncoo was put in prison.

No. 3 has tilled for generations; used to pay Rupees 6-2; we have no rights; the land is very good.

No. 4 tills for four generations; has no claim; says he pays because he believes it is forbidden to fly under the British Government, but if he thought it was lawful to fly he would run, taking care to owe about Rupees 4 or thereabouts.

I explain to him that he may run when he owes nothing, or he will be caught.



No. 5 has tilled for three generations ; pays so high because he has lived so long there, but would not pay a pice more ; has no right beyond that acquired by long residence.

No. 6 same length of cultivation ; has no claims ; gives five handful of thatching grass, two baskets of boosa, and ploughs one day in the year for half seer of chabena.

No. 7 cultivated for three generations ; no claim ; no rights ; makes up the losses in his cultivation in this village by tilling in another.

No. 8 (mother of) was imprisoned with her son, with whom she says the zemindars (her ma bap) were wroth, because he would plant sugarcane against their will ; has no claims ; would not sue if ousted.

No. 9 has tilled for three generations ; has no claims nor right.

There has been no claim put forward among all the above.

Camp Kurrunpore,  
the 23d Feb. 1865.

(Signed)

R. M. KING,  
Settlt. Officer.

The lists of the cultivators show :—

*Kurrumchunderpore.*

No.	NAME OF CULTIVATOR.	Area in Standard Beegahs.	Area in Village Beegahs.	Rate per Beegah.	Rent of 1269 Fuslee.
					Rs. A. P.
1	Mutye, Telee -	4 14 17	4 10 0	—	17 8 0
2	Debow, Koormee -	7 4 11	6 5 0	—	17 3 0
3	Byro, Bhat -	5 9 10	5 15 0	—	21 0 0
4	Ajoodia, do. -	5 13 9	6 10 0	—	28 11 0
5	Heralall, Naik -	5 12 11	5 10 0	—	13 0 0
6	Gunga, Bhat -	12 1 5	11 5 10	—	42 0 0

No. 1 says I came from Kujoornee, a neighbouring village, some 40 years ago. I first got one and a half beegahs, and gradually got the rest ; rents have not been fixed ; the rates fluctuated ; I have always paid my rents ; I have no rights. I would sue if I thought it any good were I ousted or rack-rented. I pay more than I used. For two years I have paid Rupees 24 in the Nawabee. I should have run away if my rent had been raised. I now pay the Rupees 24 per annum ; and half a man's load of "boosa," three "poolas" of thatching straw, and one day's ploughing in the year ; for the ploughing a quarter seer of "chabena" is given. I do not run now, because the zemindar cannot seize me and ill-treat me. I should now simply resign if I could not pay the rent demanded. I have made no well, but a zemindar of an adjoining village gives me water, and I also irrigate from a tank. I make no claim to any right.

No. 2 : I held seven beegahs 15 years ago, and, not being able to pay the rent, I fled and remained away six years, and came back 15 years ago. I paid Rupees 17-3 for many years, and now for two years I have paid Rupees 25. I have no right, and would leave my land if they asked Rupees 27 for it ; perhaps would pay Rupees 26.

No. 3 : I am a Bhat ; I am a zemindar, as my father lost his zemindaree in 1226 Fuslee ; my uncle knows (Gunga uncle enters) Gunga's No. 6 ; he held one village from Government till 1226 Fuslee, when 2½ annas per cent. was added to our revenue, and this broke us. Lall Mahommed went our security, and we could not pay Rupees 125 due, and we were forced to write a bond to give over our village till we paid the money, and never did we pay up to this day. I hold 10 beegahs in cultivating tenure at Rupees 42. I have paid Rupees 49 for the last two years. I hold four groves also free of rent. I have seven trees of mhowa, of which I take all the fruit ; the zemindar takes nothing of me. I have made a well ; the zemindar let me off Rupees 5 that year, but he took it next year. I hold two beegahs rent free, which we secured to ourselves when Lall Mahommed got our village ; three of us share these two beegahs.

No. 4, Ramadeen, son of Ajoodhia, deceased, tells same story as Gunga, whose relative he is ; pays Rupees 31-13 since 1270 Fuslee.

No. 5 : I pay Rupees 13 now and for a long time past : three beegahs are very old fields of mine, and two and a half beegahs are new, i.e. 25 years old. I have no right or claim. My brother was and is putwaree, and perhaps that is why I have not had my rent raised.

There is no claim in the above, save what the Bhats may make out for the two beegahs rent free. I explain this to them, but they say they will claim the whole village; nothing less.

Camp Kurrupore,  
the 23d Feb. 1865.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Sureawun, Talooka Koondrajeet.*

No.	NAME AND CASTE.	Land held.	Rent.			Length of tenure, and remarks.
			Rs.	A.	P.	
20	Jan Mahommed -	28 18 13	105	0	0	40 years. Says he will complain if ousted.
33	Mukdoom Buksh -	8 7 17	41	3	0	Ditto ditto ditto.
34	Mudar Buksh -	7 3 14	26	7	9	Ditto ditto ditto.
36	Hozubbur Ali -	7 6 0	26	12	9	Ditto ditto ditto.

These are the only cultivators (out of 37 who till their village) who have urged any claim to cultivation. The only thing they urge is that will sue if they are ousted. See the vernacular list attached.

The 11th March 1865.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Jumlamow, Talooka Bhudree.*

In the accompanying vernacular list of 36 cultivators, of whom I call all who are willing to come, and ask them whether they have any rights beyond those of mere tenants-at-will,—

No. 1 states, have tilled this land for three generations; always paid same rent, not a favourable rate; cannot state what rights he has; says he will never be turned out with life; will sue if ousted; can state no grounds of his right.

No. 2: 12 generations; never paid more than present rent; talookdar can only take more by help of the hakim.

No. 5: many generations; always paid a fixed rent; has a cultivator's rights; can't say what this is; pays full rates.

No. 6: three generations; pays a fixed rent; ditto, ditto, as above; pays full rates.

No. 7: 100 generations; is a zemindar, and has given a puttee; putwarce says he pays low, as a zemindar.

No. 8: very long time; pays full rents.

No. 9: two generations; fixed rent; no privilege; pays full rent.

No. 10.

No. 23: for a very long time; says his ancestors broke up jungle, and he will sue if he is ousted; says he is no zemindar, but a cultivator.

The rest depart from my tent without any attempt to state anything in behalf of themselves.

The 14th March 1865.

(Sd.) R. M. KING,  
Settlt. Officer.

*Mouzah Tubeeputtee, Pergunnah Behar, Zillah Pertabghur.*

In the vernacular list of 113 cultivators annexed, with their holdings and rents, all those who can be found to the number of 56 are present, and after having had the cause of their gathering explained, the following come forward and state as follows:—

No. 8; Jola, Misr, has tilled the land 40 years, and succeeded his father; pays rupees 61-1 for beegahs 22-7-15. Neither father nor he has ever paid other rent; then says he can't say that the above is true, and evades questions; admits his rent has been

Moral force. less at times, but says in Nawabee that he could not be rack-rented, because he could grow his hair at the zemindar, who would at once desist, terrified at such a danger. Zemindar says that plaintiff has no right; plaintiff admits it.

No. 15: Rughoonath, Opudhia, has held the fields 30 years; believes that only the Government can take his fields away, but cannot tell why he thinks so. In Nawabee zemindar would take them away.

No. 23 : Hoolas, Misr, son of Janbee, present ; lost his land in 1262-63 Fuslee, and got it four years ago ; says he has no rights.

The rest have nothing to advance, and admit they have no rights. The three above might have done the same, I think.

(Sd.) R. M. KING,  
Settlt. Officer.

The 15th March 1865.

*Mouzah Rampore.*

In a vernacular list of 74 cultivators—

No. 1 says he should not be evicted during his life, but he cannot advance anything but equitable grounds for his position.

No. 3 says the same in all effect ; says he has wells and groves.

No. 4 says much the same.

No. 13 says he would refer the question of his ouster to Government if it occurred : all such ouster is "zubburdustee."

No. 14 has a cultivator's rights ; says these are a right to fill his belly.

No. 25 says nothing intelligible, but means much the same as the rest.

No. 32 says he is a zemindar of quarter of the village, and he is told to sue for this ; he says he will do it.

No. 34, ditto, ditto, as 32.

No. 38, ditto, ditto.

No. 39 says he is a cultivator, and can only be evicted by the Government.

No. 41 says he has fields to till given him by the zemindar, but they still belong to the giver.

No. 42, ditto, ditto.

No. 43 has a cultivating right ; has done so much in tilling and manuring that it would be a shame to turn him out ; he would not live if he were ousted.

The above have been the only persons who at my call have volunteered to urge anything in their own behalf, but the rest declared unanimously that they had no right, and left my tent.

(Sd.) R. M. KING,  
Settlt. Officer.

The 10th March 1865.

*Village Kostwa, Pergunnah Behar.*

See vernacular list of assamees annexed.

All these people are present, and severally declare that they possess no right to their lands, except No. 24, who says he is zemindar of the whole, and will give a putta for that.

(Sd.) R. M. KING,  
Settlt. Officer.

The 9th March 1865.

*List of Cultivators in the Village of Amelaba.*

No.	NAME AND CASTE OF CULTIVATOR.	Area of Land in Standard Beegahs.	Rent in 1269 Fuslee.		
			Rs.	A.	P.
1	Ramdeen, Koormee - -	4 15 7	25	0	0
2	Sheodial, ditto - -	7 0 4	35	10	0
3	Sheobeeb, ditto - -	2 8 18	11	9	6
4	Sookoo, ditto - -	6 3 8	30	12	0
5	Seetul, ditto - -	3 9 6	16	4	0
6	Sheydam, Nahar - -	3 1 12	13	5	3
7	Soorjoo, Telee - -	2 0 16	8	14	3
8	Sookho, Morai - -	0 10 12	3	0	0
9	Kenhye, Telee - -	0 19 16	5	0	0
10	Matadial, Barber - -	2 18 14	11	0	0
11	Matabuddul, Misr - -	14 8 0	50	3	0
12	Johor, Koormee - -	14 11 3	62	0	0
13	Sorhai, ditto - -	3 18 17	18	0	0

- No. 1 has no claims.  
 No. 2, of 50 years standing; has no rights; owes Rupees 25.  
 No. 3 as No. 1.  
 No. 4, of 50 years; can't understand; owes Rupees 30.  
 No. 5, of 10 years; has no rights, except in a grove.  
 No. 6, of two years; has no rights, except in a grove.  
 Nos. 7 and 9, of 30 years; have no rights, except in groves.  
 No. 8, of six years; has no right, except in a grove.  
 No. 10, of four years; considers this land as his zemindaree, because he shaves the people in that village; pays rent for the land like any other cultivator.  
 No. 11, of 100 years; can't explain what a cultivator's rights are.  
 No. 12, of 100 years; can't explain what a cultivator's rights are; owes Rupees 25.  
 No. 13; confounded with No. 4.

The 2d March 1865.

(Sd.) R. M. KING,  
 Settlr. Officer.

*List of Cultivators in Powansee Pergunnah Pertabghur.*

No.	NAME AND CASTE OF CULTIVATOR.	Area of Land in Standard Beegahs.	Rent in 1269 Fuslee.		
			Rs.	A.	P.
1	Buldee, Koormee - -	6 4 14	29	6	0
2	Buldani, Tilee - -	1 11 1	7	2	0
3	Punutee, Koormee - -	2 13 2	8	2	6
4	Bujjoo, Koormee - -	5 6 5	24	5	0
5	Dabecdeen, Koormee - -	2 14 7	15	4	0
6	Nidda, Chumar - -	0 2 0	0	4	6
7	Gunjoo, Naoo - -	2 18 1	9	4	0
8	Eesir, Chumar - -	4 0 5	14	0	0
9	Binda, Koormee - -	6 2 4	27	8	0
10	Binda, Telee - -	2 0 2	5	0	0
11	Jorur, Koormee - -	1 5 10	6	0	0
12	Jorawun, ditto - -	1 17 5	8	0	0
13	Jonje, ditto - -	0 19 8	4	0	0
14	Dabee, ditto - -	1 10 13	7	0	0
15	Ramdeen, Pandey - -	0 4 15	1	0	0
16	Seetul, Tewarry - -	1 7 10	3	0	0
17	Sheodeen, Koormee - -	1 15 16	5	0	0
18	Nullyc, ditto - -	0 6 10	1	0	0
19	Merye, ditto - -	2 10 12	11	0	0
20	Hunooman, ditto - -	3 4 18	11	0	0
21	Hunmun, ditto - -	5 5 7	19	0	0
22	Gunga, ditto - -	10 8 1	33	0	0
23	Eesri, Chumar - -	0 7 16	2	0	0
24	Bukhtawur, Koormee - -	0 9 13	2	0	0
25	Bunus, ditto - -	3 1 18	14	0	0
26	Jewun, ditto - -	0 18 12	5	0	0
27	Chunye, ditto - -	2 11 15	15	0	0
28	Dussa, ditto - -	3 11 9	15	0	0
29	Seetul, ditto - -	1 14 12	8	0	0
30	Seetul, Tewarry - -	5 10 14	11	0	0
31	Seetul, Pasee - -	4 5 17	12	0	0
32	Nalha, Koormee - -	0 11 14	2	12	0
33	Gisges, ditto - -	1 14 7	4	0	0
34	Meedan, ditto - -	1 0 12	3	1	0
35	Munnul, Doobey - -	1 8 0	4	8	0
36	Kunnye, Koormee - -	0 14 0	1	2	0

- No. 1, of 60 years standing; has no rights; owes nothing; would sue if ousted.  
 No. 2 (absent), four years.  
 No. 3 (absent), 16 years; has no rights; owes nothing.  
 No. 4 (absent), 40 years; has no rights; owes Rupees 20.  
 No. 5 (absent), 10 years; has no rights; owes nothing.  
 No. 6 (has left village).  
 No. 7 (absent), 10 years.

- No. 8 (absent), 12 years ; has no rights ; owes Rupees 10.
- No. 9 (absent), 30 years ; has no rights ; owes Rupees 20.
- No. 10 (absent), 40 years ; has no rights ; owes Rupees 25.
- No. 11 (absent), 40 years ; has no rights ; owes Rupees 20.
- No. 12 (absent).
- No. 13 (absent), 10 years ; has no rights ; owes Rupees 10.
- No. 14 (absent).
- No. 15 left village last year.
- No. 16 (absent), nine years ; has no rights ; owes nothing.
- No. 17 (absent), 25 years ; has no rights ; owes Rupees 20.
- No. 18 (absent).
- No. 19 (absent), 40 years ; has no rights ; owes Rupees 5.
- No. 20 (absent).
- No. 21 (absent), 40 years ; has no rights ; owes Rupees 20.
- No. 22 (absent), 50 years ; has no rights ; owes Rupees 10.
- No. 23 ; same as No. 8.
- No. 24 (absent), 50 years ; has no rights ; owes Rupees 20.
- No. 25 (absent).
- No. 26 (absent), 5 years ; has no rights ; owes Rupees 12.
- No. 27 (absent), 15 years ; has no rights ; owes Rupees 15.
- No. 28 (absent), 30 years ; has no rights ; owes Rupees 25.
- No. 29 (absent).
- No. 30 ; has no rights ; owes Rupees 5.
- No. 31 (absent), 25 years ; has no rights ; owes Rupees 25.
- No. 32, of 30 years ; has no rights ; owes money.
- No. 33, of 30 years ; has no rights ; owes Rupees 10.
- No. 34 (absent).
- No. 35, of 30 years ; has no rights ; owes Rupees 17.
- No. 36 ; left his fields this year, 1272 Fuslee.

The above shows no symptom of right claimed by cultivators.

(Signed)

R. M. KING,  
Settlement Officer.

The 2d March 1865.

*Mouzah Kusmajeet puttee Pergunnah Behar.*

- No. 1, of 50 years standing ; has no rights.
- No. 6, of 50 years standing ; has no rights (will give up his field if pressed for rent.)
- No. 8, of three years standing ; has no rights (was a sepoy formerly).
- No. 9, of 40 years standing ; has no rights.
- No. 10, of 40 years standing ; has no rights.
- No. 11, of 40 years standing ; has no rights (has always paid the same rent, and thinks he ought always to pay it, but refers to the Sirkar).
- No. 12, of 50 years standing ; has no rights ; says he would complain if rent were raised.
- No. 14 of 40 years standing ; has no rights ; says he would complain if rent were raised.
- No. 19, of seven years standing ; has no rights.
- No. 21, of 10 years standing ; has no rights.
- No. 22, of 25 years standing ; has no rights.
- No. 26, of nine years standing ; has no rights.
- No. 27, of 50 years standing ; has no rights.
- No. 28, of 35 years standing ; has no rights.
- No. 31, of five years standing ; has no rights.
- No. 32, of three years standing ; has no rights.
- No. 33, of 40 years standing ; has no rights.
- No. 34, of two years standing ; has no rights.
- No. 35, of 40 years standing ; has a right of cultivating, and will sue if ousted ; can't base his right clearly on anything.
- No. 36, of 50 years standing ; has no rights.
- No. 38, of 40 years standing ; has no rights.
- No. 39, of 10 years standing ; has no rights.
- No. 40, of 25 years standing ; has no rights.
- No. 42, of seven years standing ; has no rights.

No. 43, of 30 years standing; has no rights.  
 No. 44, of 10 years standing; has no rights.  
 No. 46, of seven years standing has no rights.  
 No. 48, of 40 years standing; has no rights.  
 No. 49, of 30 years standing; has no rights.  
 No. 50, of 10 years standing; has no rights.  
 No. 51, of 50 years standing; has no rights.  
 No. 52, of eight years standing; has no rights.  
 No. 53, of 10 years standing; has no rights.  
 No. 54, of 10 years standing; has no rights.  
 No. 55, of 10 years standing; has no rights.  
 No. 56, of 10 years standing; has no rights.  
 No. 57, of five years standing; has no rights.  
 No. 58, of eight years standing; has no rights.  
 No. 59, of 10 years standing; has no rights.  
 No. 61, of four years standing; fled away before English Government took Oude; came back four years ago.  
 No. 62, of 10 years standing; has no rights.  
 No. 63, of 20 years standing; has no rights.  
 No. 64, of 25 years standing; has no rights.  
 No. 65, of 15 years standing; has no rights.  
 No. 66, of 12 years standing; has no rights.  
 No. 70, of 15 years standing; has no rights.  
 All these have come up simply and stated as above. The missing numbers represent absent or paikasht cultivators.

The 8th March 1865.

(Signed) • R. M. KING,  
 Settlr. Officer.

*Mouzah Outarpore, Pergunnah Behar.*

No.	NAME AND CASTE OF CULTIVATOR.	Area of Land in Standard Beggahs.	Rent in 1269 Fuslee.
			Rs. A. P.
1	Alopee, Aheer - -	3 18 7	6 4 0
2	Abriaaw, Sombunsee - -	2 3 2	3 4 0
3	Byjoo, Aheer - -	12 17 9	39 0 6
4	Pershad, ditto - -	10 3 17	26 8 0
5	Bundoo, Bissain - -	9 8 3	20 13 6
6	Balgobin, Kyeth - -	11 7 5	17 5 6
7	Binda, Kunpooria - -	5 4 17	19 8 9
8	Bujjoo, Pasce - -	3 11 5	5 15 6
9	Binda, Bunya - -	2 15 13	4 15 9
10	Ditto, Ditchit - -	10 3 11	18 0 3
11	Ditto, Aheer - -	1 19 12	8 2 0
12	Ditto, ditto - -	1 2 0	3 1 0
13	Prasduk, Misr - -	1 3 15	2 0 0
14	Takoor, Kyeth - -	2 15 16	5 15 6
15	Tuhkai, Aheer - -	5 10 4	15 4 3
16	Sudnee, ditto - -	1 1 19	5 5 0
17	Shedal, ditto - -	9 4 19	19 0 0
18	Seetul, Bais - -	9 7 10	16 9 0
19	Shunkur, Kyeth - -	48 10 16	78 0 0
20	Sookhoo, Chunar - -	0 8 0	0 14 0
21	Sookgi, ditto - -	0 4 1	0 7 0
22	Sheodial, Bissain - -	15 19 2	*18 9 3
23	Seetul, Golout - -	5 8 8	13 12 0
24	Godho, Aheer - -	5 6 11	20 13 9
25	Jaur, ditto - -	5 5 4	10 7 0
26	Chundeba, Misr - -	3 2 10	9 1 6
27	Ditto, ditto - -	2 0 0	5 0 0
28	Jurbundun, Aheer - -	0 10 0	1 4 0
29	Hunoman, Misr - -	3 0 7	10 14 0



No.	NAME AND CASTE OF CULTIVATOR.	Area of Land in Standard Beegahs.	Rent in 1269 Fuslee.
			Rs. A. P.
30	Hurdial, Lohar - -	6 15 4	14 3 3
31	Hurlal, Chowhan - -	13 19 11	26 6 5
32	Deber, Aheer - -	2 15 3	5 10 0
33	Debow, Chumar - -	0 8 12	0 15 6
34	Debee, ditto - -	0 12 16	1 5 0
35	Duljeet, Kunpooria - -	15 8 5	29 7 0
36	Dya Dut, Misr - -	10 0 15	23 9 0
37	Debole, Aheer - -	2 16 17	12 4 0
38	Nepal, ditto - -	7 8 6	14 11 3
39	Kulha, Kunpooria - -	10 0 0	25 2 6
40	Koolahul, Aheer - -	3 12 3	8 13 6
41	Goby, ditto - -	3 3 14	4 9 3
42	Gazi, ditto - -	7 15 8	15 13 0
43	Gaja, Kunpooria - -	40 19 15	79 10 0
44	Gunga, Aheer - -	4 4 19	3 13 0
45	Ditto, Naik - -	8 8 19	19 8 0
46	Gujadur Rampershad, Misr - -	5 1 0	7 9 0
47	Gopal, Tewarry - -	3 10 2	5 12 9
48	Mudar, Kyeth - -	7 17 9	13 8 0
49	Mulkai, Aheer - -	1 12 6	3 3 0
50	Mundari, Ditchit - -	7 15 18	18 13 6
51	Mado, Naik - -	11 16 2	23 7 0
52	Ditto, Misr - -	4 19 12	14 3 3
53	Multon, Pasee - -	4 13 14	12 0 0
54	Narain, Suderea - -	3 11 10	8 10 6
55	Oomadut, Misr - -	6 19 1	15 9 0
56	Oodye, Noohar - -	3 19 15	10 9 6
57	Eesri, Bais - -	9 6 5	28 1 0

No. 1, absent on service.

No. 2, of 8 years; no rights nor privileges; lives in another village, but has no rights there either.

No. 3, dead.

No. 4, absent, a paikasht.

No. 5, of 22 years standing; no privileges; pays full rent.

No. 6, a paikasht; broke up new ground; no rights.

No. 7, of 20 years; took this land when he left his brethren; has no rights.

No. 8, his son of 15 years, holds a jagheer also; believes cultivators have no rights.

No. 9, of 6 years; a paikasht; no rights.

No. 10, of 15 years; no rights; owes Rupees 6.

No. 11, a paikasht; no rights; owes Rupees 15.

No. 12.

No. 13, absent.

No. 14, of 5 years; a paikasht; owes Rupees 50.

No. 15, of 50 years; a paikasht; owes Rupees 30.

No. 16, of 5 years; formerly a labourer.

No. 17, of 8 years; formerly a labourer; owes Rupees 10.

No. 18, of 5 years; no rights.

No. 19, of 70 years; has a perpetual lease for his land, and has had suits about the rent in the Revenue Courts; holds a putta for 51 beegahs at Rupees 51 for ever; was made to pay rupees 70-10 by a punch. (Till these irregularities are stopped, and all questions relating to land are dealt with in one uniform manner, there will be no satisfactory progress made in "settlement" of rights.)

No. 20, absent.

No. 21 says he was cultivator, and grumbled a good deal; says he holds his land as "a jagheer" for "Begaree."

No. 22, of 40 years; says he has no rights; owes Rupees 10 or 20.

No. 23, of 30 years; has no rights; holds 20 mangoes.

No. 24, of 60 years; has no rights; holds 20 mangoes; owes Rupees 16.

- No. 25, absent; left his field three years ago.  
 No. 26, of 20 years; no rights; has mangoes; owes Rupees 25.  
 No. 27, a paikash; no rights.  
 No. 28, of 3 years; no rights.  
 No. 29, a paikash.  
 No. 30, a paikash.  
 No. 31, gone abroad.  
 No. 32, a paikash.  
 No. 35, a paikash; thinks he has a right to hold the land, and would complain if he is bothered.  
 No. 36, a paikash; no rights.  
 No. 37, a paikash; no rights.  
 No. 38, a paikash; no rights.  
 No. 39, gone abroad.  
 No. 40, paikash; no rights.  
 No. 41, gone abroad.  
 No. 42, paikash; no rights.  
 No. 43, absent; has claimed zemindaree of whole village, and does not attend this enquiry.  
 No. 44, absent.  
 No. 45, paikash; no rights.  
 No. 46, gone abroad.  
 No. 47, paikash; no rights.  
 No. 48 (absent), paikash; no rights.  
 No. 49 (absent), paikash.  
 No. 50, of 9 years; paikash; no rights.  
 No. 52, paikash; tills newly broken land.  
 No. 53, of 50 years; thinks he should be allowed to hold if he pays rent.  
 No. 54, of 5 years; used to do daily labour.  
 No. 55, paikash; no rights.  
 No. 56, of 8 years; only tilled since the annexation.  
 No. 57, left village; never held except in 1269 Fuslee.  
 I see no traces of right in the statement of all the above cultivators.

(Signed) R. M. KING.  
 Settlement Officer.

The 7th March 1865.

*List of Cultivators in Mouzah Beebeepore.*

No.	NAME AND CASTE OF CULTIVATOR.	Area of Land in Standard Beegahs.	Rent in 1269 Fuslee.		
			Rs.	A.	P.
1	Buggun, Lohar	1 1 10	7	8	0
2	Debow, Kunpooria	1 11 10	7	0	0
3	Sheonarain, Telee	1 18 7	11	8	0
4	Gobin, Bais	5 2 8	14	0	0
5	Mata, Koormee	0 10 16	4	0	0
6	Boodhye, Sonbunsee	2 15 4	7	0	0
7	Reechpal, ditto	1 1 0	1	0	0
8	Sheobode, Pandey	2 12 6	9	0	0
9	Sheopudhu, Kyeth	1 7 0	4	8	0
10	Surpershad, Kunpooria	1 11 0	7	0	0
11	Bissun, Aheer	2 16 1	16	0	0
12	Mado, Sonbunsee	1 13 7	6	0	0
13	Debee, Lohar	0 15 8	6	0	0
14	Sheobeck, Ditchit	0 14 14	4	0	0
15	Mudair, Opudhia	0 18 15	3	0	0
16	Purshan, Bunya	2 11 0	11	0	0
17	Sheopershad, Aheer	5 13 6	20	0	0

- No. 1, of 30 years standing; has no rights; owes nothing.  
 No. 2 (absent on business).  
 No. 3, of 40 years standing; has no rights; owes nothing.  
 No. 4, of 50 years standing; has no rights; owes nothing.

- No. 5, of 10 years standing; has no rights; owes Rupees 10.  
 No. 6, of 100 years standing; has no rights; owes nothing.  
 No. 7 (absent).  
 No. 8 (absent), a paikasht.  
 No. 9, of 10 years standing; has no rights; holds a maafec of  $1\frac{1}{4}$  beegahs besides his cultivation.  
 No. 10, of 25 years standing; has no rights; owes nothing.  
 No. 11, of 40 years standing; has no rights; owes nothing.  
 No. 12 (absent), a cultivator of five years.  
 No. 13, of 50 years standing; has no rights; owes nothing.  
 No. 14, of 30 years standing; has no rights; owes nothing.  
 No. 15, of 10 years standing; has no rights; owes Rupees 20.  
 No. 16 (absent), a paikasht.  
 No. 17, left his fields four years ago.

(Sd.) R. M. KING,  
Settlt. Officer.

The 2d March 1865.

*List of Cultivators in Mouzah Amtee.*

No.	NAME AND CASTE OF CULTIVATOR.	Area of Land in Standard Beegahs.	Rent of 1269 Fuslee.
			Rs. A. P.
1	Urjoon Sing, Sonbunsee -	0 9 7	1 0 9
2	Buldee, Kunpooria -	1 8 12	6 0 0
3	Punchear, Raohwar -	0 14 7	3 0 0
4	Dabee, Gudema -	0 18 16	7 0 0
5	Kechee, Koormee -	5 8 6	32 6 0
6	Surjoo, Barber -	0 8 10	1 0 0
7	Pahwan, Koormee -	2 12 5	15 0 0
8	Sookha, ditto -	1 15 11	12 11 0
9	Suddooa, ditto -	7 14 6	40 0 0
10	Bukhtawar, Doobey -	5 5 1	23 0 0
11	Songe, Teelee -	1 15 5	8 8 0
12	Ramkishen, Koormee -	1 4 4	1 8 0
13	Muttia, ditto -	2 16 3	11 0 0
14	Thakoor, Sonbunsee -	0 6 16	0 4 0
15	Bugunt, ditto -	0 19 11	3 0 0
16	Donga, ditto -	5 3 11	15 0 0
17	Gurow, Koormee -	2 9 12	8 0 0

- No. 1 (absent), is son of the zemindar, and not an ordinary cultivator.  
 No. 2, of 25 years; cannot explain his rights; owes Rupees 50.  
 No. 3 (absent).  
 No. 4, of 30 years; has rights but can't explain them; would sue if ousted; owes Rupees 4.  
 No. 5 of 32 years; has a cultivator's rights, but can't tell what they are; owes Rupees 40.  
 No. 6 (absent).  
 No. 7, of 25 years; has no rights; owes Rupees 10.  
 No. 8, of 60 years; has no rights; owes Rupees 50.  
 No. 9, of 100 years; has no rights; owes Rupees 20.  
 No. 10, of 30 years; has no rights; owes Rupees 90.  
 No. 11, of 12 years; has no rights; owes Rupees 40.  
 No. 12 (same as No. 5).  
 No. 13, of 10 years; has no rights; owes Rupees 24.  
 No. 14 (absent), is an old zemindar descendant, and holds six biswas as his old zemindaree at a low rent.  
 No. 15 (absent), same as No. 14.  
 No. 16, is one of the present zemindars, and tills this land in another puttee; allows he has no right in it; owes Rupees 50.  
 No. 17 (absent).

I can find no trace of cultivating right in the statements of these persons.

The 2d March 1865.

(Sd.) R. M. KING,  
Settlt. Officer.

*Names, &c. of Cultivators in Puttee Surai Nandoo of Surai Anadeo.*

No.	NAME AND CASTE OF CULTIVATOR.	Area of Land in Standard Beegahs.	Rent in 1269 Fuslee.		
			Rs.	A.	P.
1	Borur, Chumar - -	3 13 7	18	15	3
2	Bowanideen, Misr - -	1 1 12	5	0	0
3	Bheebai, Gudenea - -	1 6 2	10	8	0
4	Boosoo, Teelee - -	0 18 0	7	0	0
5	Guzraj Sing, Sonbunsee - -	6 14 7	13	14	0
6	Jeeme, Opudhia - -	1 14 3	5	0	0
7	Jugroop, Sonbunsee - -	1 7 18	2	10	0
8	Debow, Brahmin - -	3 11 17	15	8	0
9	Sheodeen, Opudhia - -	2 2 7	6	0	0
10	Gunesh, Morai - -	1 17 17	16	0	0
11	Lehhai, Gudeena - -	0 8 15	2	0	0
12	Muhunjo, Teelee - -	1 5 1	10	9	3
13	Madho Sing, Sonbunsee - -	6 0 10	10	2	0
14	Budul, Aheer - -	0 15 4	5	10	0
15	Binda, ditto - -	4 17 16	24	14	0
16	Bowani, ditto - -	2 2 15	13	0	0
17	Ramgolam, ditto - -	1 3 7	3	12	0
18	Ramdeen, ditto - -	1 19 2	10	10	0
19	Dyal, ditto - -	1 17 18	10	8	0
20	Suddeen, ditto - -	5 9 0	28	7	0
21	Sheodyal, Pandey - -	1 6 1	5	8	6
22	Nallo, Koorince - -	1 11 0	10	0	0
23	Matadeen, Opudhia - -	1 15 1	10	12	6

No. 1, of 3 years; has no rights; owes Rupees 15.

No. 2, of 150 years; has no rights; owes nothing.

No. 3, of 100 years; has no rights; owes nothing.

No. 4 of 12 years; has no rights; owes Rupees 10.

No. 5 (is dead and left no heirs; paid low as a Rajpoot).

No. 6 (not present).

No. 7, of 50 years; says he is an owner of land; told to secure his rights by a possession in Settlement Court.

No. 8, of 15 years; no rights beyond cultivator's; owes Rupees 30.

No. 9, of 50 years; has no rights; owes nothing.

No. 10, of 10 years; has no rights; owes Rupees 25.

No. 11 (son of), 30 years; has no rights; owes Rupees 40.

No. 12, left his fields in 1270 Fuslee, owing Rupees 1-12.

No. 13 says he is an owner in the village; told to secure it by possession in Settlement Court.

No. 14 (wife of), 7 years; has no rights; owes Rupees 9.

No. 15, of 25 years; has no rights; owes Rupees 20.

No. 16, of 50 years; has no rights; owes Rupees 20.

No. 17 (uncle), of 25 years; has no rights; owes Rupees 30.

No. 18, of 25 years; has no rights.

No. 19, of 20 years; has left his field; owes Rupees 15.

No. 20 (his son), 20 years; has no right; owes Rupees 30, and 20 maunds seeds.

No. 21 (absent), left his field in 1270 Fuslee in debt.

No. 22, of 100 years; owes Rupees 50.

No. 23, of 60 years; has no right; owes Rupees 25.

In all the above I can see no right on the part of those who admit themselves to be cultivators.

The 2d March 1865.

(Signed)

R. M. KING,  
Settlt. Officer.

From CAPTAIN A. R. OUSELEY, Assistant Settlement Officer, to R. M. KING, Esq.,  
Settlement Officer, Pertabhur; dated Camp Asthan, the 16th March 1865.

With reference to your office vernacular proceeding dated 1st November 1864, relating to the investigation of claims of cultivators in Pergunnah Manickpore, I have the honour to report, for your information, that I have issued a proclamation on the 5th idem calling on all cultivators of the villages marginally noted to submit claims to any rights they considered themselves entitled to. Only one petition in *Mouzah Asthan* was submitted in consequence of this proclamation on the 9th December 1864. I went into the case very fully, commencing the enquiry on the 10th December 1864, and terminating it on the 23d January 1865 against plaintiff's claim.

1. Bhanapore.
2. Gootnee.
3. Dandowlee.
4. Mahommedpore.
5. Asthan.
6. Bunkutkama.

2. I have within the last few days visited five out of six villages in which proclamations were issued, and two others in which no proclamation has been issued, and conducted enquiries into the question of tenant right according to the procedure of the settlement officer of Roy Bareilly, which in a verbal communication you said you wished me to follow.

3. I have recorded an opinion in each case, and have the honour to submit all the (8) eight cases for your information.

4. I have excluded all holders of land by former proprietary right by grants on religious or other grounds, lessees of entire villages, and *bonâ fide* cultivators of less than 20 years standing, from the enquiry.

5. The case in *Mouzah Asthan*, which I decided against the plaintiff, has, I believe, been appealed.

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*Camp Manickpore, the 10th December 1864.*

*Mouzah Asthan, Pergunnah Manickpore.*

Claimants, RAMGURREEB, Pandy; Defendants, ASHOOR ALEE KHAN.

*Plaint.*—Possession of 9 beegahs 16 biswas of land in *Mouzah Asthan* at a fixed rent of Rupees 2 per beegah, by right of occupancy for three generations at that rate, till one year before annexation.

*Plea.*—Plaintiff did not cultivate the same fields every year. The fields held by him fetched varying rents. During the native rule the proprietor could evict any tenant he chose at any time.

*Issues.*—1st, Did Plaintiff cultivate the same fields every year?

2nd, Did the fields held by him fetch varying rents?

3rd, During the native rule could proprietors evict any tenant they chose at any time?

RAMGURREEB, Pandy, plaintiff, aged 46, son of SURDHARAM, resident of Asthan, says:—

My claim is to possession of 9 beegahs 16 biswas of land in *Mouzah Asthan*, at a fixed rent of Rupees 2 per beegah, by right of occupancy for three generations at that rate. The list of fields I have submitted with my petition is an extract from the *khusrah*, and shows the field I claim. We did not always pay a fixed sum of Rupees 18, or any fixed sum, every year, because we did not cultivate all the land every year; we cultivated sometimes more and sometimes less; that is, in some years we cultivated seven beegahs, in some eight, in others nine; but we paid always at a fixed rent of Rupees 2 per beegah for as much as we cultivated every year. If we did not cultivate the whole of the land I claim, other cultivators used to take it; it never lay fallow. I did not petition before because I was not at home; my brother was, but he was afraid to petition. I returned home six or seven months back, and I committed a fault in not then petitioning. The putwaree said to me, "Don't be uneasy, you have lots of time to petition." About 24 days ago, when it was proclaimed in *Mouzah Asthan* that petitions regarding all lands of claims were called for, I submitted my claim. We were deprived of possession by defendant one year before the annexation. I do not know why he dispossessed us. He

dispossessed us because it was his pleasure to do so. Our possession arose in this wise: we were residents of the Goruckpore district, and my grandfather came and put up in this mouzah, and got 3½ beegahs free of rent, and 9 beegahs 16 biswas at a rent of Rupees 2 per beegah. We lay no claim to the rent-free land, only to the land we got on cultivating tenure. We do not claim the former, because we have got no documents in proof of it, but we have of the latter. The lands we got were tilled lands.

NYEEM-OOL-LAH, defendant's accredited agent, says:—

Plaintiff by his own statement comes from elsewhere, and admits that sometimes he cultivated, and sometimes he did not cultivate. It was always in the power of the proprietor to evict any tenant he chose at any time during the native rule. A proprietor cannot now, without the order of the Lachor (summary suit), evict a tenant, even for balance of rent. The same fields used to fetch varying rents during the native rule. Plaintiff's holding must have done so. I will ascertain particulars from the putwaree, and state the result in two or three days. I will bring the putwaree with me on Tuesday.

RAMGURREEB, Pandy, plaintiff, says:—

I have brought my puttass with me; I will bring copies of them in Persian on Tuesday; I will bring (1) Mattadeen, (2) Bussawun, (3) Jodhec, zemindars of Asthan and Kooswapore.

NYEEM-OOL-LAH, defendant, says:—

Defendant's witnesses are Ajodiah and Mattadeen, zemindars of Asthan.

DEENDYAL, Canoongoc, says:—

Cultivators were never possessed of any rights in this tehsil, I mean the Behar Tehsil, during the native rule; they may have been residents in a village for generations, but their residence gave them no rights; the mere fact of residence created no right in their favour; they were entirely at the mercy of the landlord. They used not to cultivate the same field, as a rule, year by year; sometimes they cultivated more, sometimes less; sometimes this field, sometimes that; sometimes at one rent, sometimes at another. If one cultivator had held a certain field for generations, and another from a different village offered increased rent for it, he got it, unless the old cultivator agreed to give the increased rent himself. I do not mean by cultivators, zemindars, nor shunkullupdars, nor birt-dars, nor baicedars, nor biswadars, nor rahandars, nor maafeedars, nor any person who has any right or title in the land; I mean only those who have the occupancy of land by paying for the same. Cultivators may be of any caste; the higher castes have a right to hold lands at lower rents than the inferior castes on account of their rank. This is a right by custom of old standing; there is no law on the point.

*Camp Gootnee, the 13th December 1865.*

Plaintiff produces documents:—

Exhibit A.—A putta in favour of Ramgurreeb, Pandy, granted by Moosahib Ali, dated 6th Sawun Buddce 1246, to hold certain fields at certain rates, as follows:—

Plaintiff's document.

	Bgs.	Bis.	D.	Rs.	A.	P.
Kootwa	2	7	0	4	8	0
Dubra	0	6	0	0	8	0
Turraicee	1	19	0	4	0	0
Ditto	0	18	0	1	8	0
	5	10	0	10	8	0

Exhibit B., dated 9th Asar Buddce 1247, the same as Exhibit A.

Exhibit C., dated 5th Sawun Soodee 1248, the same as Exhibit A., except that it was granted by Ajodiah and Mattadeen.



Exhibit D., dated 9th Bhadon Buddee 1252, the same as Exhibit A., granted by Moosahib Ali, as follows :—

	Bgs.	Bis.	D.			Rs.	A.	P.
Kootwa - - -	2	7	0	- -	-	4	8	0
Dubra - - -	0	6	0	- -	-	0	8	0
Turraiee - - -	2*	0	0	- -	-	4	0	0
Ditto - - -	0	18	0	- -	-	1	8	0
Ditto - - -	2	0	0	- -	-	4	0	0
	<u>7</u>	<u>10</u>	<u>0</u>			<u>14</u>	<u>8</u>	<u>0</u>

This document bears the seal of Peer Mahommed, who is said to have been the grantor's agent.

Exhibit E., dated 2d Sawun Buddee 1253, the same as the last, except that the mistake above noted is not in it.

Exhibit F., same as Exhibit E.

Exhibit G., dated 5th Bhadon 1260 Fuslee, same as Exhibit E., granted by Ashoor Ali, as follows :—

	Bgs.	Bis.	D.			Rs.	A.	P.
Turraiee - - -	2	0	0	- -	-	4	0	0
Ditto - - -	0	18	0	- -	-	2	8	0
Kootwa - - -	2	7	0	- -	-	4	0	0
Gurwa - - -	1	5	0	- -	-	2	0	0
Dubra - - -	0	6	0	- -	-	0	8	0
Kootwa - - -	3	0	0	- -	-	5	8	0
	<u>9</u>	<u>16</u>	<u>0</u>			<u>18</u>	<u>8</u>	<u>0</u>

Exhibit H., dated 14th Bysakh Buddee 1255, being a receipt for rent received by Moosahib Ali from Ramgurreeb, Pandey.

MATTADDEEN, age 90, son of KOOSSUL SING, resident of Asthan, says :—

Plaintiff has cultivated from five to eight beegahs of land in Mouzah Asthan at a rate of Rupees 2 per beegah, and so did his father and grandfather before him; he got frightened when Ashoor Ali got the estate and bolted; and Koormees and others cultivate the lands at Rupees 4-8 per beegah now. If he had not bolted the rate would never have been raised. He got the lands at a low rate because he belongs to the race of Surrwurree Brahmins, who never do any work, even so much as to make thread; had he been a low-caste man, as cultivator, he would have had to pay a high rent. Cultivators have no rights at all. Whoever pays the highest rent gets the land as a rule; residents of a village pay higher rent than outsiders. Rents were constantly changing. In a year when the assessment was high rents were high, and when the former was high so was the latter. Brahmins got lands at low rates for the good of the donor in a future state. It sometimes happen in a proprietary community that the shares of some of the brotherhood rot away (Guluns); their descendants generally hold a few beegahs for their subsistence, but these are not cultivators; they are members of the brotherhood still.

BUSSAWUN, age 35, son of GUNGA SING, resident of Nooswapore, says :—

The same in all essential particulars as the last witness.

ISSURREE BUKSH, age 60, son of MOWHUM SING, resident of Nooswapore, says :—

The same as the first witness, down to "cultivators have no rights," which sentence he repeats, and then goes on :—A proprietor could never be dissatisfied with a cultivator, though the latter might get dissatisfied with the former, in which case the proprietor would go to his door three or four times, and try and

induce him to take his fields into cultivation; but if he did not do so, the proprietor would be helpless; who else could he get to do it? The cultivator would not leave the village, but he would gain a livelihood that year by daily labour. The proprietor would never turn a cultivator out of his village; how could he do it? he could not replace him. If one cultivator was to offer Rupees 5 for a field held by another for Rupees 3 for many years, the old cultivator would keep the land in spite of the higher offer at his old rate. If the assessment on the village was raised by the Government, the rents of the cultivators would, of course, be raised by the proprietors, but not otherwise. I am a proprietor.

RAMGURREEB, plaintiff, says:—

Jodhee has not come. I brought the last witness.

DELJODISH, age 60, son of GUSSON SING, resident of Asthan, says:—

The same as Mattadeen until he gets to the part "that the shares of some of the brotherhood rot away:" he says it is impossible they should rot away; no matter how many generations they may have been out of possession, if any of the descendants return and pay up charges, &c., they are entitled to their entire share; if they do not pay up, they do not even get maintenance.

*Camp Munnipore, the 21st January 1865.*

RAMDYAL, age 45, son of BUSSAWUN, resident of Asthan, says:—

I am putwaree of Asthan, and have filled the post for 20 or 25 years; my father was putwaree before me; the lands held by plaintiff were sometimes five beegahs and sometimes more; he used to hold "Turraiee" and "Kootwa" at varying rents, sometimes at Rupees 2, and sometimes more, per beegah. I cannot tell in what years he held at higher than Rupees 2 per beegah, without reference to documents which I have left at home.

*Remark by Court.*—Defendant's agent should have made his putwaree bring the papers he required, and must pay for a fresh summons for this witness. I am obliged to order this from the constant delays caused by parties and witnesses not bringing the documents they should when wanted.

*Camp Gootnee, the 23d January 1865.*

Ramdyal produces arsuthas (engagements) with tenants at commencement of cultivating year, by which it appears that plaintiff or his family held in—

		Bgs.	Bis.	B.		Rs.	A.	P.
1230	Fuslee	-	4	0	0	-	at	8 0 0
1232	do.	-	6	0	0	-	"	10 7 6
1243	do.	-	5	10	0	-	"	10 8 0
1244	do.	-	5	10	0	-	"	10 3 0
1253	do.	-	7	10	0	-	"	14 8 0
1256	do.	-	10	10	0	-	"	20 8 0
1257	do.	-	11	10	0	-	"	29 0 0
1259	do.	-	9	16	0	-	"	26 8 0
1260	do.	-	9	16	0	-	"	26 8 0

RAMDYAL says:—

This putta (Exhibit G.) was written by my brother, Rampersad; perhaps he can explain the discrepancy between it and the arsutha for 1260 Fuslee; he is present.

RAMPERSHAD, age 55, son of BUSSAWUN, resident of Asthan, says:—

I was putwaree of Mouzah Asthan till 1260 Fuslee, and was then turned off. This

putta and this arsutha are both in my handwriting; they are both for 1260 Fuslee; it was a common thing in those days for an engagement for one sum to be made, whilst the amount realized was different. Putwarees did as they were told, and were not accountable for their acts. This is not the original arsutha; it was written by me, and is in my handwriting, but there have been several interpolations by my brother. The entry about Plaintiffs holding is in my handwriting, but the arsutha is not the original. Defendant must have been dissatisfied with the original, and made me write this one; the putta was written by defendant's order. Plaintiff fled from the village and left his holding in 1261 Fuslee on account of the rent in his holding being raised. He remained away for two or three years. His family were in the village for many years; they held the position of cultivated proprietors during the native rule; used to increase rents upon cultivators just as they liked; if the tenants did not like the increase they bolted.

*Judgment.*—Plaintiff claims possession of 9 beegahs 16 biswas of land in Mouzah Asthan, at a fixed rent of Rupees 2 per beegah, by right of occupancy for three generations at that rate till 1261 Fuslee.

Defendant pleads that plaintiff did not cultivate the same fields every year, that the fields held by him fetched varying rents, and that during the native rule a proprietor could evict any tenant he chose at any time. Plaintiff's petition is dated 8th December 1864, and was evidently submitted on the publication in Mouzah Asthan of the proclamation calling for the submission of claims grounded on a right by occupancy. This proclamation was issued by order of the Settlement Officer in (6) six villages of the Manickpore Pergunnah, and plaintiff's petition is the only one resulting from it. Plaintiff is a Lurroureea Brahmin; his grandfather came from the Goruckpore District, and settled in Mouzah Asthan, getting between nine and ten beegahs of land to cultivate in the same at a rent of about Rupees 2 per beegah. They held at this rate till the present defendant got possession of the village a few years before annexation, when he raised the rents on plaintiff, and plaintiff gave up the holding and left the village in 1261 Fuslee. The canoongoe and all the witnesses for both sides, with one exception, agree that cultivators acquired no rights by any term of occupancy during the native rule. Issurree Buksh, 3d witness for plaintiff, says that under no circumstances was the rent raised on a cultivator, unless when the Government demand was raised; but I think his evidence goes to show the difficulty of obtaining cultivators, and not that cultivators acquired any rights by occupancy.

It is fully proved, besides being admitted by plaintiff, that he did not cultivate the same amount of land every year, sometimes holding as much as 10 beegahs, sometimes only five beegahs, but he always held a portion, if not the whole, of the same lands. It appears that he held such lands at a rent of about Rupees 2 per beegah till within a few years of annexation, but it is also clear that he left his holding and village on account of the rent being raised on it during the native rule; and the very fact of plaintiff's having to abandon what was evidently a lucrative holding, as it fetches now Rupees 4-8 per beegah, notwithstanding his being a Brahmin of a highly considered race, proves that a proprietor could evict any tenant he chose during the native rule, provided he was powerful enough to do so.

I came across two perwanahs the other day emanating from officials during the native rule, dated 1251 Hijree and 1243 Fuslee, directing the proprietors not to raise the rents on certain cultivators (Brahmins; one was non-resident; perhaps, the official would not have interfered had they been of any other caste,) of Mouzah Raneemow.

I have entered very fully into the merits of this case, knowing how anxious the Financial Commissioner is for every information on the point of tenant right, and I forward these proceedings to the Settlement Officer for transmission through the proper channel if he thinks it worth while sending them.

*Decree.*—I dismiss plaintiff's claim.

(Sd.) RALPH OUSELEY, Capt.,  
Asstt. Settl. Officer.

*Mouzah Mohamedpore, Pergunnah Manickpore.*

- No. 1, Binda, Koormee, son of Gunga, cultivator of 500 years.
- No. 2, Doorga, Koormee, son of Bhowanee, cultivator of five generations.
- No. 3, Deengoor, Koormee, son of Girdharee, cultivator of 20 years.
- No. 4, Sookha, Koormee, son of Bhowaneeden, cultivator of 500 years.
- No. 5, Sewdeen, Koormee, son of Noree, cultivator of two generations.
- No. 6, Maikoo, Koormee, son of Gunness, cultivator of 60 years.
- No. 7, Mattadcen, Koormee, son of Hoolla, cultivator of 600 years.
- No. 8, Hunnooman, Koormee, son of Khoosyal, cultivator of 30 years.
- No. 9, Doorga, Koormee, son of Narain, cultivator of 20 years.

*Camp Mohamedpore, the 15th March 1865.*

Out of a list of 18 names of cultivators found in the khusrah, the above persons, represent themselves as *bonâ fide* cultivators of over 20 years standing in Mouzah Mohamedpore.

BUNDEH HUSSEIN, Proprietor of Mouzah Mohamedpore, age 36, son of USSUD HUSSEIN resident of Manickpore, says :—

All the parties present have themselves or their forefathers cultivated in Mouzah Mohamedpore for the time they have represented.

BINDA, Koormee, son of GUNGA, No. 1, cultivator, MATTADEN, Koormee, son of HOOLLA, No. 2, say :—

Cultivators had no rights of any kind during the native rule. Proprietors could turn cultivators out of their holdings, or increase or reduce their rents, or do as they pleased. If the rents were raised too high, the cultivators abandoned their holdings; if they still remained in the village, the proprietor could let their holdings to other cultivators, but he could not make them pay rent for land which they did not cultivate; if they fled to another estate, the proprietor of the one they deserted could not make them return against their will; know not if he had the command of 400 muskets, unless they owed him arrears of rent.

DOORGA, No. 2, DEENGOOR, No. 3, SOOKHA, No. 4, SEWDEEN, No. 5, MAIKOO, No. 6, HUNNOOMAN, No. 8, and DOORGA, No. 9, cultivators, say :—

Our position during the native rule has been correctly represented by these men.

*Opinion.*—I have put every question that I can think of to determine the point of whether cultivators ever had any rights in Mouzah Mohamedpore, and, from the answers I have elicited, I am of opinion that in the said mouzah they never had any.

(Sd.) RALPH OUSELEY, Capt.,  
Asst. Settl. Officer.

*Mouzah Gootnee, No. 588, Pergunnah Manickpore.*

- No. 1, Adjoodia, Brahmin, son of Gungapersad, cultivator of 40 years.
- No. 2, Mahommed Ashruff Khan, son of Mahommed Yar Khan, cultivator of 60 years, has a claim by right of rent-free grant.
- No. 3, Kishnee, Aheerin, wife of Soorjoo, cultivator of two generations.
- No. 4, Ali Mahommed Khan, son of Torabaz Khan, cultivator of 22 years, has a right to a share by inheritance.
- No. 5, Abdool Raheem Khan, son of Abdool Summud Khan, cultivator of 25 years.
- No. 6, Gunesswa, Aheer, son of Seetul, cultivator of 20 to 25 years.
- No. 7, Nukkoo, Moorae, son of Ramdeen, cultivator of 20 years.
- No. 8, Hooley, Koormee, son of Buccus, cultivator of five generations.

11th March 1865.

Out of a list of about 50 names found in the khusrah, the above persons represent themselves as *bonâ fide* cultivators of over 20 years' standing in Mouzah Gootnee. Nos. 2 and 4, Mahommed Ashruff Khan and Ali Mahommed Khan, laying claim to their holdings on other grounds than simple cultivating tenure, do not come within the scope of this enquiry.

MOHIBEE HUSSEIN and TERAR ALI (proprietor's accredited agents) say:—

All the parties present have cultivated for the time they have represented.

ABDOOL RAHEEM KHAN (No. 5, cultivator,) says:—

During the native rule cultivators had no right of any kind, except to the fruit of trees planted by them or their ancestors. Proprietors could turn them out of their holdings, or increase or reduce their rent as they pleased, or give them land on which to plant baghs, or do what they liked to them. If the rents were raised too high, the cultivators deserted their holdings.

ADJOODIA, No. 1, GUNESSWA, No. 6, NUKKOO, No. 7, and HOOLAY, No. 8, cultivators, say:—

This statement is correct in every particular.

*Opinion.*—I have put every question that I can think of to determine the point of whether cultivators ever had any right in Moozah Gootee, and, from the answers I have elicited, I am of opinion that in the said moozah they never had any.

(Sd.) RALPH OUSELEY, Capt.,  
Asstt. Settl. Officer.

*Mouzah Meeryan, No. 671; Pergunnah Manickpore.*

- No. 1, Adjoodia, Brahmin, son of Gunga, cultivator of 40 years.
- No. 2, Islam Mahommed, son of Taj Bahadcor Khan, cultivator of 20 years.
- No. 3, Binda, Brahmin, son of Sewchurn, cultivator of 40 years.
- No. 4, Dibyah, Aheer, son of Bhulwa, cultivator of three or four generations.
- No. 5, Hoormut Khan, son of Bussawun Khan, cultivator of three generations.
- No. 6, Dibyah, shepherd, son of Mattadeen, cultivator of 25 years.
- No. 7, Dabedeen, Brahmin, son of Munna, cultivator of 40 years.
- No. 8, Drigpal Sing, Thakoor, son of Baboo Sing, cultivator of two generations.
- No. 9, Ramdial, Moorace, son of Nidhee, cultivator of three generations.
- No. 10, Abdool Raheem Khan, son of Abdool Summund Khan, cultivator of 30 years.
- No. 11, Abdool Raof Khan, son of Abdool Kurreem Khan, cultivator of 30 years.
- No. 12, Banee, Kulwar, son of Mattadeen, cultivator of 40 years.
- No. 13, Mutaiza, Abeer, son of Baldee, cultivator of 20 years.
- No. 14, Rambux, Moorace, son of Mukkuna, cultivator of 40 years.
- No. 15, Rujjuwa, Moorace, son of Thunnaice, cultivator of three generations.

11th March 1865.

Out of a list of about 120 names taken from the khusrah, the above persons represent themselves as *bona fide* cultivators of over 20 years standing in Mouzah Meeryan.

MOHIBEE HUSSEIN, ISRAR ALI, proprietor's accredited agents, say:—

All the parties present have cultivated for the time they have represented.

DRIGPAL SING, No. 8, cultivator, says:—

During the native rule cultivators had no right of any kind. Proprietors could turn them out of their holdings, or increase or reduce their rents as they pleased, or do as they pleased. If the rents were raised too high, the cultivators deserted their holdings.

ADJOODIA, No. 1, ISLAM, No. 2, BINDA, No. 3, DIBYAH, Aheer, No. 4, DIBYAH, Shepherd, No. 6. DABEEDEN, No. 7, RAMDYAL, No. 9, ABDOOL RAHEEM KHAN, No. 10, BANEE, No. 12, MUTAIZA, No. 13, RAMBUX, No. 14, RUJJUWA, No. 15, cultivators, say :—

The statement that Drigpal Sing has made is correct in every particular.

HOORMUT KHAN, No. 5, cultivator, says :—

Proprietors always had the right to increase our rents, or do what they liked, but for the last 30 years I have paid only Rupees 2 per beegah. I have paid this amount, not by any right, but through the kindness of the proprietors. If there was any row, I used to bind up my loins and accompany them. If I was to lose the land, and a Koormee to get it, he would have to pay two or four annas more than I pay.

ABDOOL RAOF KHAN, No. 11, cultivator, says :—

My father and I have always paid 12 annas a beegah till within the last three years, since when I have paid 13 annas a beegah on my holding in Mouzah Meeryan. I have not held at this rate by any right, but by the consent of the proprietors, because I am of a respectable family. The proprietors could have turned me out of my holding during the native rule, or have raised the rent, if they wished to do so, and if they had raised it too high I would have left.

*Opinion.*—I have put every question that I can think of to determine the point of whether cultivators ever had any right in Mouzah Meeryan, and, from the answers I have elicited, I am of opinion that in the said mouzah they never had any.

(Sd.) RALPH OUSELEY, Capt.,  
Asstt. Settlt. Officer.

*Mouzah Bazar Koosahel, No. 51, Pergunnah Manickpore.*

- No. 1, Nuckchand Sing, son of Paim Sing, cultivator of two generations.
- No. 2, Toolsee, Kulwar, son of Sectloo, cultivator of two generations.
- No. 3, Bindwa, Chumar, son of Gunness Pulra, cultivator of 20 years.
- No. 4, Poorun, Kulwar, son of Binda, cultivator of 20 years.
- No. 5, Doojee, Aheer, son of Bhowaneeden, cultivator of 30 years.
- No. 6, Deenah, Koormee, son of Tyaram, cultivator of 50 years.
- No. 7, Rambux, Lohar, son of Buldee, cultivator of 50 years.
- No. 8, Sookha, Aheer, son of Praun, cultivator of 20 years.
- No. 9, Ludharee, cotton-cleaner, son of Buccus, cultivator of 20 years.
- No. 10, Edoo Shaib, son of Jan Mahommed, cultivator of 22 generations, descendant of proprietors.
- No. 11, Soorjoo, Aheer, son of Mattadeen, cultivator of two generations.
- No. 12, Gunness Sing, Thakoor, son of Futteh Sing, cultivator of 50 years.
- No. 13, Muggra, Pasee, son of Goolall, cultivator of 25 years.
- No. 14, Matabuccus Sing, Bais, son of Bhowaneeden, cultivator of 35 years.
- No. 15, Nuckwa, Chumar, son of Nohree, cultivator of 30 years.

10th March 1865.

Out of over (60) sixty names found in the khusrah, the above persons represent themselves as having cultivated lands in Mouzah Bazaar Koosahel for 20 years and upwards. Several of the parties whose names are entered in the khusrah have left their holdings; some live in other villages, and a few are not present. Edoo Shaib, claiming to be of the proprietary stock, cannot come under the definition of a tenant in this enquiry; I have therefore excluded him from it.

MOHIBEE HUSSEIN and ISRAR ALI (defendant's accredited Agents) say :—

Some of these cultivators have not cultivated as long as they represent.

No. 3, Bindwa, Chumar, has cultivated only seven or eight years; agreed to by the other cultivators.

No. 4, Poorun, Kulwar, has not cultivated 20 years; statement not ratified by the other cultivators.

AHMUD ALI, RAJ ALI BUX (accredited Agents of Proprietor of RAJEE TASHOOK HUSSEIN, and Proprietor in person), say :—

All the parties present have themselves or their forefathers cultivated in Mouzah Asthan for the time they have represented.

DODEE, Koormee, son of RUJJAW (No. 11, cultivator), says :

Cultivators had no rights of any kind during the native rule. Proprietors could turn cultivators out of their holdings, or increase or reduce their rents, or do as pleased. If the rents were raised too high, the cultivators abandoned their holdings; if they still remained in the village, and they had no cattle or means of cultivating their holding, the proprietors let them alone. If they had the means of cultivation, they were not such fools as to leave their lands waste; how could they support themselves and their families if they did? If cultivators fled to another estate, the proprietor would get them back by promising to reduce their rents; he could not get them back by force, unless through the Government, if they owed him rent, or if he was very powerful; but then the cultivators could hide from him till he forgot all about the matter.

BULDEE, No. 1, ADJODIA, No. 2, BULDEE, No. 3, BHOWANEE BUCCASS, No. 4, PULTUN, No. 5, CHEETOO, No. 6, MEERAIEE, No. 7, DABEDEV, No. 8, DULLOO, No. 9, RUMAIEE, No. 10, SEETUL, No. 12, SEWRUTTON, No. 13, GOORBUCCUS, No. 14, GUNGA, No. 15, GHUMBEER, No. 16, JULLAREE, No. 17, MATTADEEN, No. 18, BHAIRO, No. 19, HURDUTT, No. 20, CHOORAIEE, No. 21, cultivators, say :—

Our position during the native rule has been correctly represented by this man.

*Opinion.*—I have put every question that I can think of to determine the point of whether cultivators ever had any rights in Mouzah Asthan, and, from the answers I have elicited, I am of opinion that in the said mouzah they never had any.

(Sd.) RALPH OUSELEY, Capt.,  
Asstt. Settl. Officer.

*Mouzah Bhanapore, No. 116, Pergunnah Manickpore.*

- No. 1, Bhowaneeden, Mooraiee, son of Ludharee, cultivator of 20 years.
- No. 2, Poorun, Aheer, son of Gunga, cultivator of 25 years.
- No. 3, Buldee, Aheer, son of Doojaiee, cultivator of 36 years.
- No. 4, Bhowanibheek, Bissain, son of Bucktawur Sing, cultivator of 50 years.
- No. 5, Soorjoo, Koormee, son of Sookha, cultivator of 20 years.
- No. 6, Kaleddeen, Aheer, son of Kissen, cultivator of 30 years.
- No. 7, Mattadeen, Koormee, son of Deenah, cultivator of 30 years.
- No. 8, Khaimanee, Aheerin, wife of Bhowaneepersad, cultivator of 40 years.
- No. 9, Gokul, Aheer, son of Kaiso, cultivator of 25 years.
- No. 10, Boodhaiee, Shepherd, son of Lall, cultivator of 20 years.

*Camp Bhanapore, the 14th March 1865.*

Out of a list of 29 names of cultivators found in the khusrah, the above persons represent themselves as *bonâ fide* cultivators of over 20 years standing in Mousah Meeryan.

RAMDEV, Proprietor's accredited Agent, says :—

All the parties present have themselves or their progenitors cultivated in Mouzah Bhanapore for over 20 years.

KALEDEV, Aheer, No. 6, and BOODHAIEE, Shepherd, No. 10, cultivators, say :—

During the native rule cultivators had no rights of any kind. Proprietors could turn them out of their holdings, or increase or reduce their rents, or do as they pleased. If the rents were raised too high, the cultivators deserted their holdings, and went to another estate. If the proprietor of the other estate was more powerful than the proprietor from whom they fled, the latter was powerless, otherwise he caught and brought back the deserter. All this is changed now; circumstances are good (*achha hal hai*).



BHOWANEEDEEN, Mooraiee, No. 1, POORUN, Aheer, No. 2, BULDEE, Aheer, No. 3, BHOWANIBHEEK, Bissain, No. 4, SOORJOO, Koormee, No. 5, MATTADEEN, Koormee, No. 7, KHAIMANEE, Aheerin, No. 8, and GOKUL, Aheer, No. 9, cultivators, say :—

The state of things during the native rule has been correctly represented by these two men.

*Opinion.*—I have put every question that I can think of to determine the point of whether cultivators ever had any rights in Mouzah Bhanapore, and, from the answers I have elicited, I am of opinion that, so far from cultivators having any rights in the said mouzah, the proprietor looked upon them as a kind of property at his own disposal.

(Sd.) RALPH OUSELEY, Capt.,  
Asstt. Settl. Officer.

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From the Officiating Commissioner, Baiswarra Division, to the Financial Commissioner, Oude,—No. 2346, dated Roy Bareilly, the 24th May 1865.

In continuation of my predecessor's letter, No. 1684, dated 3d April 1865, I have the honour to forward a Report\* embodying the result of his investigation of tenant rights in Zillah Sultanpore, by Captain Perkins, Settlement Officer of that district.

\* No. 202, dated 13th May, and No. 204, dated 15th May, with enclosures (4).

2. My acquaintance with the province is too limited to allow of my taking up the question from a purely local point of view, while any general discussion of the subject would be just now out of place.

3. I will only state my concurrence with Captain Perkins in the opinions expressed in paragraphs 6, 7, and 8, of his letter herewith forwarded.

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From the Settlement Officer, Sultanpore, to the Officiating Commissioner, Baiswarra Division,—No. 202, dated the 15th May 1865.

I have learned that the Financial Commissioner is desirous to bring the tenant right enquiry to an end, and to have without delay a Report on the subject.

2. I have already reported that in 15 villages visited by me no tenant had come forward to claim a right of occupancy. The Extra Assistant has since made investigations in several villages, and the result has been the same.

3. The tenants of this district can scarcely understand the right which it was supposed they might possess. They are an ignorant body, and have been too much in the condition of serfs to have any clear notion of rights based only on long occupancy.

4. Paragraph 130 of *Directions for Settlement Officers* says :—"Those (tenants) who have for a course of years occupied the same field at equitable rates are held to possess the right of continued occupancy." Even if this rule were enforced, the rights to be recognized would still be very few; for tenants, as a rule, have held their fields at inequitable rates.

5. Brahmins, Chuttrees, and Bhats usually hold their lands on more favourable terms than men of other castes, but I do not find that this privilege is claimed as a right. The distinction arises from the necessity of the case, the industrious Moraiee or Lodh producing twice as much from the same field as the less industrious cultivator of higher caste. Occasionally the landlord is found to have brought rents almost to a uniform level. The high-caste man groans under what he considers oppression, but he does not dispute the right to oppress him.

6. Although the enquiries now made, and a lengthened acquaintance with the people of this district, lead me to the belief that rights based merely on a lengthened occupancy of the soil are unknown, still I must also express my belief that there are many rights which, according to the interpretation of the Record of Rights circular, would be ignored, and are yet universally admitted. For instance, kooshast shunkullups are declared to be resumable at pleasure, whereas there are no clearer defined rights than these. The heritable nature of the right is admitted, but the landlord has been considered to have the power of raising the rent when circumstances have rendered it necessary for him to do so. This tenure, it appears to me, constitutes a right of occupancy at equitable rates.

RUMMA, on solemn affirmation, son of ISREE SING, caste Buchgottee, village Poorwa Hem Sing, age 45.

I live  $\frac{1}{4}$  coss from Mendhai Kepoorwa. Dabee, plaintiff, has always been in possession. Have heard Churrai established the poorwa. Don't know how he got the land. Plaintiff has paid Rupees 66, and has 64 beegahs. Have heard Mendhai paid Rupees 61 for 51 beegahs.

*Judgment.*—Suit for sub-settlement of Mendhai Kepoorwa case has proceeded to a certain extent *ex-parte*. Defendant's agent has only to-day appeared, but with no power to conduct the case. Defendant's witnesses have, however, been received. Plaintiff's grandfather and plaintiff's father established the hamlet claimed, and have up to the present time been in possession. Plaintiff says Rupees 229 was given for the land, and at first 12 annas a beegah was paid, which was raised to Rupees 54 for the whole; an amount, the plaintiff says, he remembers having always been paid until 1267 Fuslee, when Rupees 7 was added; last year an additional Rupees 5 was put on.

There is no documentary evidence showing a purchase of this land, nor any other mode of acquisition, and all that plaintiff's witnesses can say on the subject is that in their part of the world shunkullups are always bought with money, the sole method of acqurest.

The defendant's witnesses, though residents of the mouzah, never heard of a shunkullup; they *admit* the declaration is true otherwise, excepting the amount of rent plaintiff has paid, a question it is not necessary to enquire into, since the probabilities are that no money was paid for the land.

*Decree.*—Decreed plaintiff the right of occupancy in 42-6 beegahs, as per khusrah filed, at an equitable rent.

(Sd.) H. W. GIBSON,  
Offg. Asstt. Settl. Officer.

16th December 1864.

*Khurkapore Dakhilce of Mouzah Bhoe, Pergunnah Gowra Jomo.*

1, GOORDEEN, 2, BHOWANEEDEN, Sookuls, *vs.* JUGGURNATH BUKSH, Talookdar, Jomo.

*Claim.*—Under-proprietary possession of  $11\frac{5}{6}$  pucca beegahs shunkullup.

PARTIES PRESENT.

GOORDEEN, son of GUNGARAM, age 70, states:—

That Rajah Indurjeet Sing, defendant's ancestor, conferred on Newajee, his great-grandfather and Bhowaneeden's, 18 cutcha beegahs as kooshast shunkullup rent-free, and they always held and are in possession now; it is 80 years since they have had to pay rent. Now pay Rupees 2 a beegah; pray to be maintained in possession; would like to be decreed Rupee 1 a beegah, but it is 50 years or more since they have been paying Rupees 2 a beegah.

Fields are—

"Chouka"	-	-	4 cutcha beegahs.
"Tara Pur"	-	-	4 ditto.
"Pipurha"	-	-	$1\frac{1}{2}$ ditto.
"Kambyan"	-	-	3 ditto.
"Ouraha"	-	-	4 ditto.
"Oottur"	-	-	3 ditto.
"Burgudha"	-	-	$2\frac{1}{2}$ ditto.

Total 22 ditto

They originally held all but "Pipurha" and "Burgudha;" these have been in their possession on the same terms for 50 years.

*Dwarkapershad for defendant replies:*—That it is true that Rajah Indurjeet Sing originally conferred on plaintiffs 18 cutcha beegahs as kooshast rent-free, but on their leaving the village for 10 or 15 years the grant was resumed, and on their return their position became that of mere cultivators. They have, however, been in steady possession of the original 18 beegahs, and have sometimes held 20 beegahs and sometimes 22 beegahs; rents varying some years Rupees 2, Rupees 2-8, and so on. The jumabundeeds will show. Putwaree has those of several years.

*Issue.*—On what terms are plaintiffs entitled to be maintained in possession of the lands claimed?

*Order.*—Summon putwaree with jumabundees for to-morrow, 10 AM.

Plaintiffs have filed abstract from khusrah giving names of fields claimed.

The fields are—No. 645, "Chouka"		-	-	$1\frac{3}{20}$	pucca beegahs.
	" 646, ditto	-	-	$0\frac{17}{20}$	ditto.
	" 644, "Tara Pur"	-	-	$0\frac{19}{20}$	ditto.
	" 647, ditto	-	-	1	ditto.
	" 643, "Pipurha"	-	-	$1\frac{1}{20}$	ditto.
	" 671, "Kamhyan"	-	-	$0\frac{18}{20}$	ditto.
	" 672, ditto	-	-	$0\frac{15}{20}$	ditto.
	" 673, "Oottur"	-	-	$1\frac{3}{20}$	ditto.
Omit	" 639, "Roorkee Konee"	-	-	$0\frac{7}{20}$	ditto.
	" 629, "Burgudha"	-	-	$1\frac{5}{20}$	ditto.
Omit	" 642, "Roosha"	-	-	$1\frac{7}{20}$	ditto.
Total					$11\frac{5}{20}$ ditto.

Here there is one field in excess of those mentioned by plaintiffs, viz., "Roorkee Konee,"  $0\frac{7}{20}$ ; and "Burgudha,"  $1\frac{5}{20}$ , and "Pipurha,"  $1\frac{1}{20}$ , plaintiffs now say are not theirs by right.

*Plaintiffs*, called on to explain, say they are not their fields; at least they cultivate them, but they are not "shunkullup" fields, and they have no claim to them.

*Order.*—Plaintiffs to file amended abstract of their holdings as claimed.

17th December 1864.

Putwaree reported at death's door, too ill to leave his home.

*Order.*—All jumabundees to be brought and produced on 19th.

19th December 1864.

The putwaree, who was reported at death's door through severe illness, appears to have had a marvellous recovery, for he is present to-day in Court.

SEETUL, son of SOBHANATH, Putwaree, age 55, sworn.

Says he has only "jumabundees" since 1,266 Fuslee; before that "thekadars" used to keep their own accounts without the aid of a putwaree. Now says he has only *one* jumabundee, that for 1,269 Fuslee; the others are lost: house was looted. Knows that plaintiffs have paid varying rates since 1,262 Fuslee.

In 1,262 Fuslee they paid Rupees 3 a beegah.

In 1,263 ditto ditto " 2 ditto.

And ever since 1,263 Fuslee they have paid Rupees 2; up to 1,262 Fuslee they always paid Rupees 2.

*Judgment.*—It is clear that plaintiffs are entitled to hold the land claimed by them at a fixed rent. This rate is ascertained to be Rupees 2 per cutcha beegah, which on 18 cutcha beegahs is Rupees 36. They will, therefore, be recorded as possessing the right to hold the following fields, amounting to  $8\frac{12}{20}$  pucca beegahs, at a fixed rent of Rupees 36 henceforward.

Fields are—No. 645, "Chouka"		-	-	$1\frac{3}{20}$	beegahs.
	" 646, ditto	-	-	$0\frac{17}{20}$	ditto.
	" 644, "Tara Pur"	-	-	$0\frac{19}{20}$	ditto.
	" 647, ditto	-	-	1	ditto.
	" 671, "Kamhyan"	-	-	$0\frac{18}{20}$	ditto.
	" 672, ditto	-	-	$0\frac{15}{20}$	ditto.
	" 673, "Oottur"	-	-	$1\frac{3}{20}$	ditto.
	" 642, "Roosha"	-	-	$1\frac{7}{20}$	ditto.
Total					$8\frac{12}{20}$ ditto.

(Sd.)

W. E. FORBES,  
Asstt. Settlt. Officer.

25th November 1864.

*Sheogurha Dakhilee of Mouzah Gowra Khas, Pergunnah Gowra Jomo.*

GUNEYSH SOORJOO OPUDHIA *vs.* RAJA SURNAM SING, Talookdar, Kutaree.

*Claim.*—Intermediate possession, 24 beegahs 13 biswas pookhta shunkullup.

GUNEYSH, son of SHOOLALL, age 49, states :—

In 1232 Fuslee Rajah Boonyad Sing of Kutaree granted my father 52 beegahs village measurement as shunkullup, in return for Rupees 132 paid by the latter. My father was to hold thenceforward at 20 annas per beegah. At this rate my father and I held uninterruptedly up to annexation, paying Rupees 65. In 1264 Fuslee defendant put on Rupees 8 more, and has made me pay Rupees 73 ever since ; I am now in possession. Have lost the shunkullup putta, my house having been broken into, and several things abstracted. There is a hamlet on 2½ beegahs “duk,” and I have a grove besides, but the above is the cultivation I claim. Have filed all papers I have.

These papers are three petitions (“urzdashts”) to the chukladar, of 1260, 1261, and 1262 Fuslee, praying that petitioner might either hold on the terms he had always held, or, as defendant wanted to raise his rent, that defendant be made to refund the original sum, Rupees 202, paid for the shunkullup.

A translation of each is appended as they are important.

HOOLALL, agent for defendant, replies :—

Plaintiff is only a cultivator, and holds 26 beegahs village measurement, at a rent of Rupees 39-8. Surjoo, another Opudhia, also holds 26 beegahs village measurement, at the same rent. They have-held for many years, now some 20 or 25 years. Plaintiff's father also held. Surjoo has a hamlet, but not plaintiff. They have always paid Rupees 39-8 each.

*By Court.*—Yes, cultivators build hamlets, though they have no permanent right in the soil. Plaintiff has no title to shunkullup, nor has Surjoo.

*Plaintiff, on examination by Court.*—Yes, I claim in behalf of Surjoo also ; he is the son of Ramdyal, my father's own brother. The shunkullup putta was in the name of the two brothers, of whom my father was the eldest.

*Order.*—Surjoo's name to be entered conjointly with plaintiff, and he is directed to appear with plaintiff and establish his right.

Here it is admitted that the plaintiffs between them hold the 52 beegahs (village measurement) claimed, and that they have held for the last 20 or 25 years or more, and that they have always paid Rupees 39-8 each as rent.

The points to be determined are—

1st, Was the land claimed a grant by defendant's predecessor as shunkullup ?

2d, What are the most favourable terms on which plaintiffs have held between 13th February 1844 and 13th February 1856.

*Order.*—Summon witnesses and putwarree with jumabundeas of former years.  
Case for 28th instant.

30th November 1864.

Two of plaintiff's witnesses are present, and two, he reports, have been sent for by defendant to be admonished not to give evidence, and that therefore they have not appeared.

AMEER SING, son of BURRIAR SING, Kunpooria, age about 50, sworn.

I live in Sheogurhee ; am a cultivator as old zemindar, but am not allowed to hold as  
1st witness. biswa in Sheogurhee ; hold some land in Goongeymow adjoining ; can't say whether the land held by plaintiffs is shunkullup or not ; they have held their land many years, but I can't say what rent they have paid in any one year.

SEETUL, son of KHOOSHYAL, Patock, age 40 or 45, sworn.

I live in Rampore Putkon-ka, close to Sheogurhee ; am a cultivator of 50 beegahs ;  
2d witness. hold from Rajah Surnam Sing, at 1 Rupee per beegah. The land held by plaintiff in Sheogurhee I know they have held for many years, but whether

whether they got it as "shunkullup" or how I cannot say; don't know how much exactly they hold; can't say what rent they have paid; perhaps 1 Rupee a beegah, but I really do not know.

It appears to me that both these witnesses know more than they like to state, and that they have been tampered with.

---

17th December 1865.

GOOLALL, Aheer, age 60, sworn.

Says he and his father have always cultivated in Sheogurhee; knows that Guneysh  
3d witness. has a poorwa and some land; can't say whether he got it as shunkullup; gives assamees puttass, and cultivates himself; has seen him in possession some 15 years; was in service with Dorchun Sing before that; can't say how much land he holds or has held; has always paid 20 annas a beegah.

USHURFEE LALL, age 23, caste Putwaree, sworn.

Has held office since 1265 Fuslee; is putwaree of four mouzahs. Guneysh has 26 cutcha beegahs, and Surjoo 26 cutcha beegahs; can't say whether shunkullup, or how they acquired it; they each pay Rupees 39-8 now; in 1265 Fuslee they paid Rupees 65 for the whole; in 1266 Fuslee they each paid Rupees 36-8, and also in 1267 Fuslee; in 1268 Fuslee raised to Rupees 3-98, which is Rupees 1-8 per cutcha beegah. They have been in possession for many years now; 30 or more, he believes.

*Judgment.*—Plaintiffs have failed to prove a title by shunkullup, and, in the absence of any document of that nature, the Court cannot accept the urzdashts, three in number, as conclusive evidence of the fact, unsupported by any other proof, for none of their witnesses can speak to any shunkullup of the land in question. It is evident, however, that they and their fathers have long been tenants of the fields claimed, but they do not appear to have paid any fixed rent. They are entitled to be maintained in possession of the fields claimed at the market rates of the village lands. So long as they pay this, they cannot be ousted.

*Decree.*—Decreed accordingly; fields as per abstract of khusras.

(Sd.) W. E. FORBES,  
Asstt. Settlt. Officer.

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8th May 1865.

BINDAH OPUNDHIA vs. NUND BAHADOOR SING and others.

*Claim.*—Ten beegahs 3 biswas 14 biswausees standard measurement in Mouzah Ankra, Pergunnah Issowlie.

*Bindah*, 62, says land is shunkullup, given by Man Sahi 150 or 200 years ago. Money paid; cannot say what. Pays rent Rupees 44, less two annas. Has paid this so long as he can remember. Files a document.

*Nund Bahadoor* knows nothing about the matter. Plaintiff held by force, being a Brahmin. Used to raise rent as Sirkar increased jumma.

*Bulbudur Ramantarr*, for Rughoonath Sing, and *Tiloknarain*, for Shazad Koonwur, say the plaintiff and two others have 51 beegahs cultivated between them, of which plaintiff has 3rd, or 17 beegahs. Land is called shunkullup, but rent Rupees 121-2 is paid. This rent paid since 1249 Fuslee. Consent to keep rent at this rate, unless Government jumma should exceed it.

---

11th May 1865.

The parties have filed a razeenamah, plaintiff and defendants agreeing that the plaintiff shall hold the land, and pay his present rent; or in the event of the incidence of the Government demand exceeding the rent now paid, that in that case the rent shall be enhanced so as to equal the Government demand on the land.

*Decree.*—Right of occupancy in 10 beegahs 3 biswas 14 biswausees decreed in favour of Bindah Opundhia in Mouzah Ankra, the rent payable by him and his successors being  
(290.) R 2 Rupees

Rupees 40-6 as per written agreement filed by the parties, or else rent according to incidence of Government demand, in the event (which is most improbable) of the latter exceeding the stipulated rent.

(Sd.) J. PERKINS,  
Settlement Officer.

Serial No.	Names of Parties.	Name of Mouzah and Pergunnah.	Remarks.
1	Dabeedeen vs. Urjoon Sing -	Mouzah Sirkhuree, Pergunnah Gowra.	
2	Goordeen vs. Jugurnath Buksh	Khurkapore, Pergunnah Khurkapore.	
3	Gunesh vs. Surnam Sing -	Sheogurh, Pergunnah Sheogurh.	
4	Bindah vs. Nund Bahadoor Sing	Mouzah Ankra, Pergunnah Issowlie.	

From Major E. THOMPSON, Officiating Commissioner, Khyrabad Division, to R. H. DAVIES, Esq., Financial Commissioner, Oude,—No. 146, dated Seetapore, the 25th—27th April 1865.

I HAVE the honour to submit the papers noted in the margin for your perusal and orders.

Settlement Officer Hurdul's Report, No. 152, dated 3rd instant, and files of cases.

Settlement Officer Seetapore's Report, No. 63, dated 23d February 1865.

Record of proceedings—enquiry into existence of tenant rights, dated 22d April 1865.

2. Under the instructions conveyed in your Book Circular No. II. of 1864, proceedings were taken in each district under settlement, namely, Seetapore and Hurdul.

3. The Settlement Officer of Seetapore reported on the 23d February 1865, in his letter No. 63, that he had made the necessary enquiry in 25 villages in various parts of the district, as directed by Book Circular No. II., and that no claims have been preferred of the nature contemplated by the investigation. He added that he had satisfied himself that such rights had no existence under native rule, but considered his opinions immaterial to the matter of fact he was called on to report.

4. Acting, however, upon instructions received from you during your recent tour through his district, he proceeded to investigate the matter judicially, and he submitted the file of his proceedings on the 22d April 1865.

5. The Settlement Officer of Hurdul on the 3d April forwarded his Report of the results of his enquiry and the records of cases.

6. Mr. Tucker, with whom I conferred upon the subject before his departure, was desirous of recording a memorandum upon the question, but found the pressure of emergent business too great to admit of his devoting the necessary time to the work.

7. Having written the Seetapore Report myself, I think it best to submit the whole of the papers for your orders without further remark.

From E. O. BRADFORD, Esq., Settlement Officer of Hurdul, to St. GEORGE TUCKER, Esq., Commissioner, Khyrabad Division,—No. 152, dated the 30th April 1865.

With reference to your docket, No. 201, of the 30th ultimo, forwarding a copy of a letter from you to the Seetapore Settlement Officer, No. 200, of the 29th idem, on the subject of non-proprietary tenant rights in connection with the enquiries ordered by the Financial Commissioner in Book Circular No. II. of the 24th October 1864, I have the honour to submit the following Report:—

2. In accordance with the Financial Commissioner's instructions, I instituted enquiries on the spot in 25 mouzahs, the results of which I recorded, and which I have now the honour to submit. One tenant alone came forward on his own motion and claimed to hold at fixed rates Luchmun Pandey, of Jurba, a mouzah in the Utwa Manor, belonging to Thakoor Bharut Sing; he failed to establish his claim as laid; his period of occupancy was not a lengthened one, and, besides, it was proved he had paid at different rates. In the other villages I had to send for the old cultivators, and enquire from them myself the various incidents of their tenures.

3. My investigations on the nature of tenant rights extend over three of the four tehsils of this district, viz., Bilgram, Sundeelah, and Hurdul.

3. My

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4. After careful deliberation and examination, I am of opinion that such tenant rights as are contemplated in Book Circular No. II. of October 1864 do undoubtedly exist, and that these tenures are still distinctly traceable in this district; and I believe the investigations I have made fully corroborate what I state.

5. To render this Report clear, I shall classify the tenants whose rents I consider should continue to be fixed under three heads; viz., 1st, the descendants of ex-proprietors and ex-proprietors of lands who either sold them conditionally or lost them in the Nawa-bee either by force or fraud, or by both; 2d, high-caste cultivators, Brahmins and Rajpoots, the latter being generally of the same "Gotr" subdivision of the clan as the talookdar, under whom they hold at lower rates than paid by Soodras; 3d, those low-caste Soodras Chupperbund assamees who for generations have held "jotes" at fixed unvarying rates, and whose fields have never been changed. I will take them up in order, and give my reasons for stating why I consider their rents should remain as they are at present.

6. First for review come the descendants of ex-proprietors or ex-proprietors of lands who either sold them conditionally, or lost them by force or fraud, or by both. It is a fact thoroughly established that frequently, when a proprietor sold a village or a part of a village under the King's rule, he was, as part and parcel of the bargain of the deed of sale, entitled to retain a few beegahs either absolutely rent-free or under a light rate, so that he might have the wherewithal to live. In the Fyzabad District this tenure is prevalent, and is called "diledaree;" and, oftener than the other way, the "diledaree" assamee paid a light rate.

7. Such an assamee holding at a light rate must clearly be allowed to do so till he again alienates the little interest he still has in the land, because he reserved this much from sale; in short, it was part of the bargain. Until he parts with his interest in the soil, the difference between his light rate, say at 12 annas, and Rupee 1-4, the market rate, he cannot be brought down to the position of a cultivator at will. Even if the village has changed hands since he sold  $\frac{2}{3}$ ths of it, the new proprietor cannot justly disturb him. So in like manner with descendants of the old proprietary body, who, in times of anarchy, lost their villages by fraud or force, retaining a few beegahs of "seer," as they would still term it, either free or at light rates, and more often at light rates than free; they surely can claim justly not to be reduced now by us to the position of tenants-at-will, for, even in the wild tumultuous days of misrule prior to annexation, the unscrupulous, violent, lawless talookdar, and the just as unscrupulous and more cruel powerful Rajpoot proprietary body, say the Rajkoomars of Dostpore, Fyzabad, did not take everything from a weak neighbour unable to resist them; they had a little compassion still in their breast, albeit not much; why, then, should it be left to the English Government to crush out the little remaining to such men, as must be the case if they are included with the tenants-at-will? Under the King's rule these cultivators had a defined status which was respected; is it now to be lowered?

8. Second, high-caste cultivators, Brahmins and Rajpoots; these men pay always less than Soodras, Thakoors. Dal Sing of Khujoorahra, now sitting beside me, tells me his Brahmin and Rajpoot cultivators get (5) five maunds out of every (100) hundred, that is, 55 maunds is the cultivator's share, and 45 maunds the talookdars; and the high-caste cultivator pays no village expenses, whereas the "Soodr" only receives  $47\frac{1}{2}$  maunds out of the 100; they likewise, both classes, get a cutcha biswa per field if above 5 beegahs cutcha. In other pergunnahs this class pay in a different way, but ever less than market rates. Considering the patriarchal condition of Indian rural life, I am decidedly of opinion it is our business to maintain the custom of the country, and not to introduce abruptly European ideas and notions of political economy, which, as the conditions in India are so different, can seldom be applied without doing harm. Therefore, though economically it might be better to let rents find their level, I deem it wrong to interfere with a state of things which has existed for centuries. I am aware of the argument on the other side that this light rate paid by these tenants is merely a concession to their order, and by no means can it be deemed a right; but I would join issue and say, had it not been *ever deemed* a right, you would not find it in existence; and recollect it has existed for centuries. I further would ask, where do you find Oude landlords conceding much, conceding on any scale? They did, it is true, after taking a man's village by force, concede to him a few beegahs either free of demand or bearing a light rent; but this is different to conceding indiscriminately to every Brahmin and Rajpoot cultivator on their estates, who would be numbered by hundreds in a large talook, as the holder of the other side would have it.



9. It has been likewise urged that these Brahmins and Rajpoots residing in talooks and cultivating were a sort of feudal retainer, bound to assist the talookdar, and for this military service were permitted to hold land at light rates. It is true, I admit, that certain Brahmins and Rajpoots are to be found in all talooks, who either were amongst the talookdar's regular soldiers, or who came to join his standard at a pinch. These, the regular soldiers, had either "seer" rent-free, or they received a large "nankar," or had their rent lessened for, &c., payment of this service; and sometimes the same was true for those who only came in time of need. But I deny the deduction, and it does not lie in the premises, that all Brahmins and Rajpoots so acquired the privilege of paying less rent than Soodras, because I know that Pasees, Urukhs, and Koormees everywhere, and even Muhturs in Kuteyaree, fought as soldiers for their Thakoors, and do not find that these last low-caste men hold, as do all Brahmins and Rajpoots, at low rates. Military service and crowding into fight for their Thakoor has not had the effect of bringing the Koormee and Urukhs and Pasee's status up to that of the Brahmin and Rajpoot.

10. Third, the low-caste Soodr Chupperbunds, who for generations have occupied the same "jote," and whose rents have been fixed throughout. Notwithstanding all to the contrary,—and much has been printed in the ordinary newspaper press of the day on this point, and with reference to this particular class of tenant,—I have no hesitation in stating that they have a right to hold at fixed rates. Looking at the facts elicited, cultivators holding the same few fields at fixed rates, for five and six generations never interfered with, paying slightly less than new cultivators, I say the facts speak for themselves; there is no need of a lengthy argument. Bearing in mind the patriarchal character of rural Upper India, where the custom of the country is everything, of course such holders have a right, and an undeniable right, in the soil,—a right of occupancy to hold as they have heretofore held. Should we find a state of things prevailing for generations had the cause been favour concession? It is thoroughly understood that a cultivator newly located to break up jungles, as most "Chupperbunds" were, or rather, whose ancestors were, I say it was thoroughly understood as long as they paid rent they should remain on the soil. Occasionally cupidity or a state of indebtedness prompted the Zemindar or lord of the manor here and there to put on a triple, which was not resisted by the tenant; but this does not hurt my argument.

11. Those that say a landlord could have exacted anything he pleased within reason, that is, he had the power so to do, and therefore it was quite a favour on his part not to take all he could from his tenant, on which nothing should now be built, declare a fact, but argue therefrom wrongly. I allow the landlord could have exacted more had he chosen to disregard the law, the custom of patriarchal India, for they are synonymous. But this to my mind only proves the state of lawlessness and misrule which prevailed, and which would have enabled him to do so had he been thereby minded, but which was seldom, however, done; scarcely ever indeed. However, because a "Chupperbund" assamee was seldom, if ever, turned out under the stormy times of the Nawabee rule, it was not that lawlessness did not prevail, or that the "Chupperbund's" tenure was one which could not easily be obliterated, but because there was no special and peculiar advantage in evicting such a man who turned in good money. At the same time, he held by right which was not questioned by the most grasping of greedy Kyeth Karindas, until a year or two before annexation, and many of which, indeed, have escaped till now.

12. Because a cultivator who has been on the soil 100 years (from father to son) says he makes no claim, *vide* my investigations, and admits the talookdar could have enhanced his rents or ousted him under the Nawabee, but that all along he has paid one rate, there is no reason to assume that tenants at fixed rates do not exist. I say the fact of such a state of things existing in Oude proves there are such rights,—the fact of cultivators holding the same fields at the same rates for six or seven generations and more, notwithstanding all the changes that occurred from time to time.

13. It is necessary to provide for such cultivators during the settlement now in hand. I would then suggest that their cases be taken up, recorded as found, and maintained.

If this be not done, if these tenants are classed with those at the will of the landlord, injustice will be done, and harm will come of it. However inconvenient and complicated the system of tenures is in Oude, whatever is should be maintained.

31st March 1865.

*Chhaon, Gopamow, Hurdul.*

JUNEE, Opudhia, BENEE, Thakoree, JAE JAE RAM, Sookhul, KHOOSHALEE, Opudhia.

*Claim.*—Buttaee equal terms, getting six maunds in the 100 maunds, but paying  $2\frac{1}{2}$  seers per maund for expenses.

PUTWAREE JANKEE states :—

I am the putwaree of the village, and the Brahmins say correctly.

RAJAH RUNDHEER SING states :—

I myself do not know the custom of buttahe in this village, but I agree to continue the mode of payment of rent as detailed by the Brahmins and corroborated by my putwaree.

The Brahmins are asked if there are any more assamees in the same position as themselves. They say there are nine. It further came out that they get per plough one biswa in each harvest free. Jankee Pershad, Putwaree, to whom the Rajah refers, states this is correct.

*Order.*—The remaining assamees of this class sent for.

It is explained and admitted that the nine other assamees occupy an exactly similar status; and as they have gone to a Baltung fair, I will not keep this case open for them.

*Judgment.*—The Rajah of Bhurawan has agreed to continue the low rate of rent paid by these Chhaon Brahmins as detailed by them and the putwaree.

*Order.*—The Brahmins named at the head of the file will continue to pay buttaee, getting six maunds in the 100 maunds, the remainder to be equally divided, and the Brahmins to pay  $2\frac{1}{2}$  seers per maund for expenses, and to receive free one biswa in each harvest per plough as heretofore.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

15th March 1865.

*Mouzah Bhurawan, Pergunnah Gondwa, Zillah Hurdul (Talookdaree).*

MUNA, Pandy, SOONDUR, Pandy, TEERUK RAM, Pandy, LALLA PERSHAD, Kyeth, BUNDEE, Mistr, and NUNGWA, Pasee, examined, state :—

We have been on the soil here for generations, but we claim nothing. Our jotes have not been changed, and we have paid at one rate, but the land is the Rajah's. We get no right by occupying the land for years.

*Order.*—Assamees dismissed; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

23d December 1864.

*Mouzah Begumgunj, Tehsil Sundhulah Zillah Hurdul (independent village).*

GUJA, POORUN, DYARAM MUKA, GUNGA, CHHEDEE, SHIBCHURN, GUNGA, Chumar, MUDRA, old tenants, on the spot, examined, state :—

We have held "jotes" for many years, but we claim no right in the soil. The zemindar could always in the Nawabee enhance our rents, and if we refused to pay he would at once give our "jotes" to others. He never did oust us, because we paid well, but he certainly had the power. The zemindar can always hereabouts enhance the rent of any tenant not possessed of "seer" or nankar: a "seerdar" would be on a different footing

to us; he would probably belong to the proprietary body, or have once belonged. We claim no right in the soil.

*Note.*—The Officiating Deputy Commissioner, Mr. Wigram, was present during the enquiry.

*Order.*—Case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

7th March 1865.

*Mouzah Kukwae, Pergunnah Gopamow, Zillah Hurdui.*

LALSEE, Aheer, BUDLE, Guduriga, examined:

Live in Kukwae. Have cultivated for many years; from father to son. Sometimes a few fields here and there are changed by the zemindar; but we have always paid at one rate; but the zemindar could always enhance our rents or oust us. An assamee here has no right in the soil, though he may have cultivated for 100 years, from father to son. The land is the zemindars, who can do what they like with it. They seldom do raise rents, but sometimes they do.

*Order.*—No claims; assamees dismissed; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

7th March 1865.

*Mouzah Muholiga, Pergunnah Gopamow, Zillah Hurdui.*

GHASEE RAM, Brahmin, examined, states:

I am a purohit, and don't pay anything.

MYARAM, son of OMED, Kachee, states:—

I have had a "jote" for 30 years; my father and grandfather had it before me; it is only four beegahs. I have always had these fields, never been changed, and I have paid always the same rate, Rupee 1 per beegah. The zemindar could always, if he chose, enhance a kashtkar's rent, or oust him if he refused to pay. An assamee like myself has no right in the soil, nor do I claim any.

MENDHNYEE, son of POORUN, GOOLA, son of UMBA, HUNSA, son of GINDE, all of Mohogba, examined, state:—

They have held land as cultivators, from father to son, for many years, and have paid one unvarying rate, but freely state that the zemindar has power to enhance and, oust an assamee; always could in the Nawabee. Sometimes they did ask for more rent. We claim no right in the soil from long occupancy.

*No claim; assamees dismissed; case to be filed.*

(Sd.) E. O. BRADFORD,  
Settlement Officer.

21st March 1865.

*Mouzah Rudwolee, Pergunnah Gondwa, Zillah Hurdui (Independent).*

SADHO, Dhobee, MOUNA, Urakh, and MUKHA, Kulwa, examined, state:—

We have cultivated land under the zemindar for 20 years, and have not had our "jotes" changed, nor have we ever had our rents raised or lessened; the zemindar has been kind to us. We claim no right in the soil, but, if ousted now, would sue to keep our holdings. In the Nawabee, the zemindar could have dispossessed us, and he could have raised our rents, and on our not paying enhanced rents he could have ousted us; but

but we never had any disagreement. The rents we are now paying are less than those taken from new cultivators.

Order.—No claims made; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

19th January 1865.

*Mouzah Roodamow, Bilgram Roodamow (independent village).*

KHOOSHAL, son of BUKSHEE, LOCHUN, son of PUNA, and BUGHA, son of RUMA, examined, state:—

We have "jotes," and have had them for a great many years, but we claim no right from long occupancy; or the zemindar can always enhance our rents, or oust, or both if he please. We have never been ousted, and have always paid the same; but the zemindar could in the Nawabee demand rent just as he liked, and we should have had no option but to pay or go elsewhere.

No claim; case filed; assamees dismissed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

9th March 1865.

*Mouzah Putsene, Tehsil Sundheelah, Zillah Hurdui (independent).*

MOTEE BULDEO, Tewarry, GUNGA BUKSH, DOOREY, and HOOLAS, Aheer, examined, state:—

We have cultivated here for generations; have fixed rents. Fields have not been changed, but we make no claim, because we have held at the will of the zemindar, who could oust or enhance just as he liked under the King. If he enhanced we should have left our "jotes." We have no right in the soil. However long an assamee may be holding, it depends on the zemindar whether he gets his "jote" or not; certainly not if the zemindar was displeased with him. An assamee acquires no right in the soil by long occupancy; we generally, indeed, always pay rather lighter rates than newly-located assamees.

No claim; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

9th March 1865.

*Mouzah Kuchhona, Tehsil Sundheelah Zillah Hurdi (Talookdaree).*

LUCHHA and KESRA, Chumars, PURTAB, Pasee, and PUTA, Chowbey, examined, state:—

We have had "jotes" here for years; our fathers and grandfathers were assamees here; our fields have not been changed, and we have paid at one rate, but we claim nothing: the talookdar is the proprietor of the soil, and he could have raised our rent, or ousted us on refusal to pay, had he pleased, in the Nawabee; we couldn't have got a punchayet as a chota bhaee would.

No claim; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

The 8th March 1865.

*Mouzah Suhurmow, Pergunnah Bungur, Zillah Hurdui (Talookdaree).*

KESREE, Telee, GOOMANEE, and NUNDA, Kachees, examined, state:—

For several generations has held jotes; fields have not been changed; rate has not altered, but the zemindar can always oust and enhance as he likes. The talookdar in Suhurmow

is the master ; he can do as he likes, or could, in the Nawabee. We claim no right in the soil. Old assamees got their jotes at more favourable rates than new ones do ; this is a matter of favour from being so long in the village.

No claim ; assamees dismissed ; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

23rd December 1864.

*Mouzah Sank, Tehsil Sundheelah (independent village).*

DALLA, Kachee, RAMKISHN, Sewukee, GOBIND JUDUL, Hoolas, KUSTE GODEE, Buldeo, old assamees, questioned on the spot, state :—

We have no right of occupancy, because we have been years in possession of our “jotes.” Long possession of our “jotes” gives no right ; the zemindar could always oust or demand more rent ; in fact, do what he liked with his land.

Order.—Case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

23d December 1864.

*Mouzah Kukrolee, Tehsil Sundheelah, Zillah Hurdwi (Talookdaree).*

KUNBAI, Murai, DOL, Murai, DOOLLARA, Jhao, PUNCHUMA, Sodha, GUNESHEE, and others, old tenants, examined, state :—

We have no right in the soil by virtue of long occupancy ; the zemindar could always in the Nawabee enhance our rents or oust us ; this never occurred to us ; still the zemindar or the chowdry, the landlord for the time, could always make his own arrangements with his tenants. We claim nothing.

Order.—Case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

9th January 1865.

*Mouzah Bhugiaree, Tehsil Bilgram, Zillah Hurdwi.*

SULAREE, son of MUNARUR of Mouzah Bhugiaree, states :—

I have had jote for 30 years ; it consists of 30 beegahs cutcha. Always paid at one rate, for jowar 12 annas, for wheat 14 annas and one Rupee ; this rate has been regular, never raised. The lumberdar here has the power to enhance rents, or to oust any assamee who doesn't pay. I have never had any dispute in the point. Tenants like myself can't hold at fixed rates ; if zemindar refuses we have no right in the soil ; it is a matter of arrangement.

DHUNA, Chumar, son of SABHUN, states :—

I live in Bhugiaree ; have had a jote for 50 years ; my fields have not been changed. The lumberdar could, in the Nawabee, enhance our rent, or oust us if we refused to pay. No cutcha assamee has any right in the soil. I claim nothing. No more old assamees.

Order.—Case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

24th March 1865.

*Mouzah Bhutpore, Pergunnah Gopamow, Zillah Hurdul.*

BECHOO, Ditchit, RAM SAHI, Sookul, examined, state :—

We live in Bhutpore; have lived there for several generations. We pay in kind less than Soodras; we get 5 maunds cutcha in 100, after dividing half and half, and pay nothing for expenses; other cultivators pay  $2\frac{1}{2}$  or 3 seers per maund for expenses; we get besides one cutcha biswa in each harvest from each field; we cultivate (gittewar). This we do not claim as a right; it is a favour accorded us, because we are Brahmins, by the zemindars, who respect us. Foujeh Sing is the lumberdar of our puttee, but for that matter we cultivate in the Rajah's puttee too. I, Bechoo Sing, cultivate 50 beegahs cutcha in Foujeh Sing's puttee, and beegahs 50 in the Rajah's.

I, Ram Sahai, cultivate 13 beegahs in Foujeh's puttee and 15 beegahs in the Rajah's. Shahdeo Sing and Rugher Sing, Putteedars of Bhutpore, being present, corroborate the above mode of paying rent.

No claim; assamees dismissed; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

9th January 1865.

*Mouzah Ghuniapore, Pergunnah Belgram, Zillah Hurdul (Talookdaree).*

BUDLE, Chumar, examined.

I live here; my father and grandfather held jotes here. I do too; have held it myself for 40 years. My fields have not been changed. I pay at one rate, but the zemindar or landlord can enhance the rent when he chooses, or eject; he could always do so in the Nawabee. I claim no right in the soil.

No more old assamees; there are others standing about.

One AUJUDHIA, son of PORUN, an old Havildar of the 4th Bombay Rifles, states :—

I live here in Ghuniapore, and know all the custom here. Cutcha assamees, however long they may have held, like Budle, from father to son, cannot expect as a right fixed rates; lumberdars can always enhance their rents, and eject even. It is seldom done, but it is sometimes.

Order.—Case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

7th March 1865.

*Mouzah Nugetha, Pergunnah Gopamow, Zillah Hurdul.*

BUDLE, Bunga, GOBBE, Telee, TOOLSEE RAM, Desbey, MUHN LAL, Misr, and MUNSOOKH, Dhobee, examined, state :—

We have held "jotes" from father to son for years and years, as far as we can remember; we pay at one rate; our fields are occasionally changed, but we do not claim any right in the soil, that is the zemindars; if a zemindar turned us out before the crop was cut, we should have complained to the King's officers in the Nawabee, but at the end of the rubbee, Bysakh, if ousted, we could say nothing. The zemindar can always enhance his rent at the end of Cheyt, when the crops are off the ground. We should not have gone to the chukladar if ousted in Cheyt, because the land is the zemindar's. We claim no right in the soil; "bhuin men humara huq nuheen hai."

Order.—No claim; assamees dismissed; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

14th March 1865.

*Mouzah Meernugur, Ujhgaon, Pergunnah Sundheela, Hurdwi (Talookdaree).*

BUKHTAWUR, son of SUHTAWUN, JHUBUN, son of ALUM, BUDLE, son of SOOBHAREE, and GUNGA, son of KISHN MURAO, examined, state :—

We live in Meernugur, and have held as cultivators for ages. We claim no right in the soil; that belongs to the landlord. As cultivators for several generations, we gave nothing; we have no rights; the talookdar can enhance and oust; it is a matter of arrangement between us. We fully pay as much as the new cultivators.

No claims; assamees dismissed; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

7th March 1865.

*Mouzah Koorya, Pergunnah Gopemow, Zillah Hurdwi (Mufied).*

PURSHAD, Tewarry, KOOSUL, Bunya, RUMA, BHUBOOTEE, Sookul, residents of Koorya, examined, state :—

For 70 or 80 years we have held as assamees; sometimes our fields have been changed, but we have paid one rate of rent. The zemindar can always enhance an assamee's rent, whether he has held for 40 or 80 years, or oust him if he refuses to pay; he should do this when the crops are off the ground. An assamee, however long his occupancy may have been, acquires no right in the soil. We claim no right; the land is the zemindar's.

No claim; assamees dismissed; case filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

8th March 1865.

*Mouzah Daoodpore, Pergunnah Gopamow, Zillah Hurdwi.*

DOORJUN, POORUN Dhobee, HEERA, CHUMAR, THUKOREE, Sookul, NUNGA, Pasee, all residents of Daoodpore, examined.

Have had holdings for 50 years and upwards, from father to son; fields have been changed, but rate never varied. Zemindar could always enhance or oust assamees, however long they may have cultivated, but this was very seldom done; we were never ousted; still the zemindar is the master. There is one thing, however, hereabouts: old assamees pay two annas or four annas less than recently located ones. Of course, we could not force the zemindar to take less, supposing other zemindars were giving more reasonable terms to their old assamees.

No claim; assamees dismissed; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

21st March 1865.

*Mouzah Niwada, Pergunnah Gondwa, Zillah Hurdwi (Talookdaree).*

CHHEDEE, Bhat, and CHUKR PAN, Choubey, examined, state :—

We have cultivated for 20 years under the Rajah at fixed rates; our holdings have not been altered, and our rates have never varied; we have been on good terms with the Rajah; we claim no rights in the soil; we would not pay more rent now; we have held so long at one rate. In the Nawabee the Rajah could have doubtless turned us out of our "jotes" at the end of the year, because he had all the power; but it would have been against the custom of the country; he could have made us pay more rent, but



but he never did. Brahmins everywhere pay less than low castes; they cannot cultivate on the same terms, because most Brahmins keep ploughmen. We don't claim any right in the soil, but we consider we should now be able to hold on at the same rate, which is as high as Brahmins pay hereabouts.

*Order.*—No claims; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

8th March 1865.

*Mouzah Burhowan, Pergunnah Buagur, Zillah Hurdui (Talookdaree).*

SIBA, Pasee, DOOJWA, Pasee, and KOOSUL, Aheer, examined.

We have had "jotes" under the talookdar for generations; our fields have not been changed ever; we have held ourselves for nearly 40 years. Dal Sing is the talookdar. We have always paid at one rate; it has never been altered. In the Nawabee the talookdar could always oust any assamee, even if he had held for ages, and he could enhance his rent if he chose; he never did so to us, but the talookdar is the master; he has always been kind to us, and lets us off rent sometimes. The talookdar favours the old assamees; they hold generally nearly always at more favourable rates than new assamees do, but this is a matter of favour, not of right.

No claim; assamees dismissed; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

9th March 1865.

*Mouzah Soonnee, Pergunnah Balamow, Zillah Hurdui (Talookdaree).*

NUWAZIE, Tewarry, son of DYARAM, HULEE, son of DHOWSI, BUSAWUN, son of NAWAZ, and RUMUNA, son of KHUGAN, Chumar, examined, state:—

We have held land as cultivators at fixed rates for generations, but we have no right in the soil; the talookdar has never ousted us, or raised our rent, but in the Nawabee he could have done so, and we should have had no redress; no punchayet would have been granted to us to arrange the dispute as a putteedar gets when the lumberdars eject him. We claim nothing. The soil is the zemindar's.

No claim; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

8th March 1865.

*Mouzah Tehhenapore, Pergunnah Bungur, Zillah Hurdui (Talookdaree).*

GOOMAN, Brahmin, KEENHOI, Choubey, SREERAM, Misr, and BHOO, Misr, examined, state:—

We have held "jotes" for 20 and 25 years at one rate; fields have not been changed; Talookdar has power to enhance or oust us or any assamee; we have nankar as Brahmins, but are "jotiyas" too; have other holdings for which we pay rent; we claim no right in the soil. The talookdar, Dal Sing, is the master; he has [the "huq rent." All agree that no assamee can keep his "jote" against the pleasure of the talookdar.

*Order.*—No claims; assamees dismissed; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

21st February 1865.

*Mouzah Puchkora, Pergunnah Bungur (Zemindaree).*

DHUNWA, Pasee, son of HEERA, examined, states :—

I live here, in Puchkora; I cultivate 50 beegahs cutcha; I have had these beegahs for between 50 and 60 years. As long as I can remember (he says he is 80 years old, but is less) the thakoors have not changed the fields, nor have they ever increased or lightened my rents; I have always paid the same; but the zemindars could have enhanced my rent in the Nawabee if they chose, and they could have ousted me if I refused their terms; they can always turn out an old assamee. I am a Pasee.

SOBHA, Tewarry, son of SHEOPERSHAD :—

I live here, in Puchkora; I cultivate 20 beegahs, and pay Rupees 12 cutcha beegahs; have held for 50 years, since I was a lad; none of my fields have been changed, nor have I ever paid any other sum, always Rupees 12. The zemindars have never oppressed me, but, of course, they could in the Nawabee turn me out or enhance my rent; they had the power to do both, and I could not have obtained any redress; I should have left the village. However long an assamee may remain in a village, from father to son even, still he acquires no right in the soil. Zemindars do now and then turn out old assamees, but seldom. An assamee has no right to hold on against the will of the zemindar.

TEJWA, Chumar, son of TUKUYEE :—

I live in Puchkora, and have held 15 beegahs cutcha for 50 years, my father and self; I have not had the fields changed once, nor have I ever had my rent enhanced; but the zemindars could oust me or any other assamee in the Nawabee; and could, although they did not, change my fields and enhance my rent; they had full power to do so.

CHUNDUNA, Chumar, son of NUNGA :—

I live in Puchkora and cultivate, but haven't cultivated for long.

It is evident the old tenants here do not claim any right in the soil.

Assamees dismissed; case to be filed.

(Sd.) E. O. BRADFORD,  
Settlement Officer.

From the Settlement Officer, Seetapore, to the Commissioner, Khyrabad Division,  
Seetapore,—No. 63, dated Camp, the 23d February 1865.

I have the honour to report that, in compliance with the instructions conveyed in the Financial Commissioner's Book Circular No. II., I have made enquiries in 25 villages in various parts of the district whether non-proprietary cultivators claim a right of occupancy or not.

2. In Tehsil Baree seven talookdaree villages, six non-talookdaree, and two talookdaree held by the Court of Wards, and in Misrik four talookdaree and four non-talookdaree villages, were visited. In the villages held by the Court of Wards I performed the duty in person; in the others it was done by the Naib Sudder Moonserims in charge of the settlement operations in their respective tehsils.

3. In no case has a non-proprietary cultivator stated that he had any right of occupancy under the Native Government.

4. My enquiries have not been restricted to the formal investigation directed by the Financial Commissioner. I have taken every opportunity to ascertain the feeling of the people upon this point, and I am convinced that a right of occupancy under the native rule on the part of non-proprietary tenants cannot be traced. The grounds upon which I base this conclusion can be fully stated if the Financial Commissioner desire it, but they are not directly material to the question now under reference :—Do or do not non-proprietary cultivators claim to have held a right of occupancy under the Native Government?

*Village Seetapore, Pergunnah Seetapore, Tehsil Seetapore.*

Plaintiff, ——— ; Defendant, ———.

Instituted 1st April 1865; decided 22d April 1865.

*Nature of Claim.*—To inquire into the existence of rights of occupancy on the part of tenants against their landlords arising out of long possession on favourable or ordinary rates.

*Final Order.*—Such rights are not to be found to have existed under native rule.

The 22d April 1865.

(Sd.) E. THOMPSON,  
Settlement Officer.

The enquiries directed in the Financial Commissioner's Book Circular No. II. having been completed, a Report was submitted to the Commissioner on the 23d February 1865 in my letter No. 63.

On his recent tour through the province the Financial Commissioner desired me to submit the records of such cases as had been decided under the provisions of the circular. On my explaining that no claims had been preferred, and therefore that there could not be, and had not been, any judicial inquiry, the Financial Commissioner pointed out to me, that, whether claims were or were not preferred, it would be necessary to take such evidence as could be procured with the view to throw beyond doubt whether such rights exist or not. These proceedings are accordingly instituted in conformity with the Financial Commissioner's instructions.

It is desirable that I should record briefly the measures which have already been taken.

Twenty-five villages were selected for inquiry, and in order to render the investigation as fair as possible, they were taken from two tehsils and from talookdaree and zemindaree estates in the following manner:—

Baree, seven talookdaree villages, six non-talookdaree, and two talookdaree villages under the direct management of the Court of Wards.

Misrik, six talookdaree and six non-talookdaree.

The Naib Sudder Moonserim in charge of the settlement operations in each tehsil proceeded to the villages in detail, and, having assembled the cultivators, enquired of them whether any of them claimed to occupy their holdings against the pleasure of the landlord.

In the Baree tehsil the first Reports from the Naib Sudder Moonserim were conclusive on the main question, whether claims to rights of occupancy were preferred or not. No claims were preferred.

In the Misrik tehsil the Reports showed me that the Naib Sudder Moonserim had not fully understood the object of his enquiries, and I accordingly instructed him to put certain questions to the cultivators which were calculated to elicit the truth, and to eliminate the claims based upon the actual status under native rule, from those having their origin in the desires or expectations of the cultivator, formed from a knowledge of the procedure in the North-Western Provinces.

To all who suggested the existence of a right of occupancy the following questions were to be put:—

1. What is the date and the origin of this right?

If the reply to this question indicated any right of the nature contemplated by the investigation, and did not point to any of the many forms of right already acknowledged and provided for, the following questions were to be put:—

2. Has it ever happened that your landlord desired to eject you, and failed to do? If so, what remedy did you apply? If not, on what grounds do you base your opinion that he has no power to eject you?

3. If your landlord desired to increase his seer cultivation, or to bring in new cultivators, could he eject you or not?

4. If the cultivator ceased to render the usual respect to the landlord, did the landlord allow him to remain in possession, or eject him?

In putting these and such other questions as might be suggested by the replies, the Naib Sudder Moonserim was desired to keep in view the point of the enquiry, which was, the rights as they existed under native rule, and not new rights supposed to have been created by our rule.

In no case was it alleged that the cultivators had any rights of occupancy under the Native Government against the pleasure of the landlord, though the fact that many  
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cultivators had held for long periods on the same rates at the pleasure of the talookdar or landlord was admitted.

In the villages I conducted the enquiry in person, and the replies of the cultivators to my questions were conclusive against the existence of any rights of occupancy.

In addition to the formal enquiries instituted by order of the Financial Commissioner, I took every available opportunity to ascertain whether such rights had ever been heard of in this district under native rule, but I failed to find a trace of them.

I now proceed to call witnesses; but before doing so I may, with advantage, record what are the various classes of cultivators really found in Oude.

Of proprietary cultivators there are two classes:—the descendants of some of the former proprietors who hold land in recognition of their ancient proprietary rights, and the relatives of the present proprietors who may be simple tenants-at-will, or proprietors, however insignificant, according as they cultivate at the pleasure of the landlord, merely because they are connected by blood with his family, or because their holdings represent whatever is left of their ancestral rights in the estate.

Of non-proprietary cultivators there are two broad classes:—those who hold on favourable rates, and those who enjoy no such advantages. The former are usually known as—

1. “Amnek,” and are almost invariably of what are called the superior caste or “Shurreef,” such as Brahmins, Rajpoots, Chuttrees, &c.
2. “Mokuddurnees,” or heads of villages or puttees, who enjoy advantages superior to the ordinary cultivator, but inferior to the “Amnek.”

The latter form the bulk of the cultivating population, and are designated “Ryottee” cultivators.

All subordinate proprietary rights proved to exist are secured to the people, whatever form they take; and this enquiry, therefore, excludes all those cases in which the relations of past and present proprietors claim to hold their lands as proprietors, however insignificant, and it includes the cases of all cultivators of any considerable standing who do not claim or cannot prove the right of proprietors, be they “Amnek,” “Mokuddumee,” or “Ryottee.” The question is, did these cultivators, or any of them, enjoy rights of occupancy under the Native Government? And if so, in what form did those rights exhibit themselves?

I proceed to call witnesses.

**SHEODEEN LALL**, Canoongoe of Sudderpore, on solemn affirmation, states:—

I am 42 years of age, and have discharged the duties of Canoongoe for 20 years or more.

1st witness. In the native rule the landlord was the hakim over his cultivators; the chukladar or other hakim was hakim over the landlord. The rights of his tenant were entirely at the pleasure of the landlord, because they entirely belonged to him, and were in his power. When he fled from his estate they followed his fortune; and when he returned they returned also.

No cultivator of any kind could hold his land against the pleasure of the landlord. Those who held on favourable rates, or the “Amnek,” were rarely, if ever turned out, because the landlord’s best interests were secured by keeping them in; they were the fighting men, and protected the talookdar from attack. There was this difference between the “Amnek” and the ordinary cultivator, that the latter, if they went or came, only affected the assessments of the estate, but the former affected the landlord’s personal position and safety; they usually were very old retainers.

I never knew an instance in which a cultivator, “Amnek” or “Ryottee,” held his land against the wish of the landlord; but disputes were very rare, because it was to the interests of both to agree.

It was not the custom to change the fields. The cultivator, so long as he paid the rent and remained on good terms with his landlord, was left in undisturbed possession of his fields. The rent was usually paid by a share of the produce, which was fixed at the pleasure of the zemindar.

If the zemindar desired to extend his seer, or to bring in new cultivators, he always was at liberty to dispossess his tenants; he always took the land of the “Ryottee” tenants, not that of the “Amnek.” This was done because he always wished to favour the “Amnek” and keep them with him; but there was no real difference in their tenure: it was important to him to keep the “Amnek,” in good temper. I am sure there was no right on the side of “Amnek” beyond this, that they had been long in his service (Kudamut Jotedaree).

The enquiry will proceed on Monday, the 3d April.

3d April 1865.

Read the Commissioner's letter, No. 200, of the 29th March 1865, directing enquiry to be made into the position of Rajpoot clansmen who do not appear to have exercised rights as shareholders, but who, from time immemorial, appear to have paid low rents.

SHEODEEN LALL, Canoongoe, recalled, states:—

The case of the relations of the family holding the talooka or estate was usually this. They cultivated their holdings, and paid rent in kind, but at favourable rates. The head of the family did not oust them; if he did, it was thought unfair and wrong by their brotherhood, and they would sometimes resist and complain to the hakim, and perhaps they would put in a claim to the proprietary right of the estate if ousted, because they were members of the same family as the head. To the extent of their possession they used to think themselves proprietors. They usually rendered the services expected of such tenants, but if they abstained from acknowledging their dependence upon the landlord, he usually tried to turn them out, and they usually thought of preferring a claim to the proprietary rights of the estate.

1st witness recalled.

Q. Had they the right to transfer their interests to sell or mortgage?

A. The thing was so small, the value so slight, that it was not saleable or transferable. It was, moreover, not the custom to transfer such rights by sale or mortgage. It was common enough to sub-let, and in that case the cultivator in possession kept the profits, that is, the difference between the share he took from the sub-leases and the share he paid to the talookdar or head. I do not remember relations of the head of the house to have held on any other terms than these.

Q. Can you of your personal knowledge point to any case in which a talookdar wished to oust a cultivator of this class, and failed to do so, or that any cultivator so ousted obtained redress?

A. No, I cannot. I never saw a case of one or the other. I never knew of an instance in which any hakim took up a claim to the right of a cultivator. If such men were heard at all, it was because they claimed a share in the estate. No, they did not claim a share. They had to endeavour to get the kuboolyut of the whole estate if it was a small one. In large talookas the talookdar was powerful, and could do as he liked.

Q. Could such cultivators as you have described above remain in possession of their holdings against the pleasure of a talookdar?—A. No, they could not.

Q. Did you ever see a punchayet arbitrate on a claim to cultivating occupancy?—A. No, never; a cultivator's right was not such a commendable thing as to form the subject of a claim or reference to arbitration.

Q. Can you explain this?—A. The explanation is, that these men, if interfered with in their holdings, did not raise the question of their right to cultivate on favourable terms, for they could get holdings, and on the same terms, wherever and whenever they liked. The right they pressed was that of proportions of the whole estate, not in virtue of their cultivator's holding, but in right of their personal relation to the head of the estate.

Q. If the rights of a cultivator were so slight and so easy to obtain elsewhere, how is it that, if a talookdar ejected one of these cultivators, he resisted?—A. Because he clung to estate, thinking himself one of the ruling family, and with the possible reversion of the proprietary right. The mere claim to occupancy as a cultivator, apart from any other claim as proprietor or such like, was never preferred. I never heard of such a claim.

Q. You stated in your former examination that the landlord could oust tenants to increase his seer, or put in new tenants; could he turn out his relatives for the same purpose?—A. He could, but he did not, because they might, if made discontented, try to oust him from the kuboolyut.

MOONSHEE HURPERSHAD, Extra Assistant Commissioner, on solemn affirmation, states:—

I have served in the Seetapore District over six years; I have served through the three grades of tehsildar, and was in charge of the Mohendabad estate under the Court of Wards for about a year when I was tehsildar. The estate is very large, and contains about 600 villages according to the native computation.

The great division of cultivators are the "Amnek" and "the Ryottee." In the former were a subordinate class, the "Mokuddumee," who thought themselves "Amnek," but were of less importance. They were the heads of villages.

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There are several kinds of "Amnek."

1. The Amnek people were the fighting men, and were usually Rajpoot, Brahmin, Sheikh, Syud, Mogul, and Pathan,—two Hindoo castes and four Mussulman: occasionally there were some Koormees, but they were rare, and they had usually pushed themselves up from being Mokuddums.

2. The Mokuddums were they who managed the villages.

3. The relatives of the present proprietors: these never called themselves "Amnek," but "Bhaya." If they had no share in the estate, and were mere cultivators, they still called themselves "Bhaya," but the rest of the world called them "Bhula manoos;" whereas, if they had any share left them, such as maafec land or other allowance from the estate, all the world acknowledged them to be "Bhaya."

4. The relatives of the former proprietors: these were "Amnek."

I can only speak of what I have heard about native rule, not from personal experience; I can speak to the common opinion of the country as to the state of these men under native rule. I have never heard that any of these cultivators ever had rights of occupancy against the will of the landlord. I have never heard any one assert that he had such rights, but I have often heard cultivators say that now the British rule had come in, they would prefer their claims to those rights, that is, they thought that the proprietor was not allowed to oust them under our rule. But under native rule the claim to the right to cultivate was never pressed. If a man was turned out and did complain, it was always on some other ground; such, for instance, that he desired to be restored to some former proprietary rights which he has lost. This was the case of the "Bhayas;" they, if disturbed in their holdings and made discontented, did not claim the rights to cultivate at all, but they claim to be restored to the proprietary rights in the estate to which they, rightly or wrongly, supposed themselves entitled.

My experience of this district, so far as it has gone, shows me beyond doubt that all cultivators of every kind, and who had not proprietary rights, could be and were ousted by the landlord, except when special agreement to the contrary were made; such, for instance, as when the jumma of a certain bit of ground, or of a chuck or puttee, was for any reason fixed in perpetuity by special written agreement as payable by a particular individual. Such agreements were binding as far as they went; but, in the absence of them, no tenant could hold against the pleasure of the landlord. Possession, however long, was never held to confer a title to occupancy.

The landlord used to increase his seer and bring in new tenants by ousting old ones at his pleasure, and this right he always exercised. The only men who enjoyed any immunity from it were the "Bhayas," who were not turned out. The talookdar had the power to do it, undoubtedly, for he had the power of life and death; but he did not exercise it, because they were his own relations, members of his family; and if he did, they turned their attention to their ancient proprietary rights. These Bhayas never claimed the right to cultivate on favourable or any terms; they held on the same or slightly more favourable terms than the "Amnek," and could get these or similar terms anywhere they liked; but if they were turned out and cut off from the parent estate, they never claimed the right to *cultivate*, but pressed their claims to the proprietary right.

Q. Do you think, so far as you can interpret the common opinion of the country, that it is supposed that proprietary right can so dwindle down as to be represented by the present holding of these cultivating "Bhayas" when they hold on the same, or nearly the same, terms as the other "Bhula manoos" of the country?—A. No, I do not. It is not thought a right, and no one would try it; but the owners of it would think so.

The investigation will be resumed to-morrow.

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5th April 1865.

HURPERSHAD, recalled, states:—

Q. Do you think that under native rule, looking at the position of the landlords and their tenants, the abundance of land, and the scarcity of tenants, the cultivation of land was in itself, even on favourable rates, a right at all, a valuable thing to be prized by the people?—No, certainly not. The cultivation of the soil was not considered a valuable thing. A man turned out of his holding by one landlord could get another holding immediately from another; and every cultivator could



could immediately get the same terms which his caste usually got. Even the Bhaya who had slightly better terms than the "Amneks," could get holdings on their own terms, for it was thought a very fine thing to get the Bhayas of a neighbouring talookdar to settle on an estate.

Q. Have you ever known instances of cultivators complaining that the landlord compelled them to remain in their holdings against their will?—A. No, I never did.

PURUNKISHORE, aged 54, Canoongoe, on solemn affirmation, states:—

I have been a canoongoe for 10 years. My cousin was canoongoe at annexation.

3d witness. There were three kinds of cultivators under native rule, "Bhyachorah," "Amnek," and "Ryottee."

Q. Describe in detail the rights and position of each of these three?—A. Bhyachorah were the relations of the family in possession; they held on favourable rates, sometimes what was called "Pumhadoe," they taking three shares to the landlord's two; sometimes Takooree, or two thirds of the whole produce, the landlord taking one third only. Their fields were changed if desirable, and their holdings were increased or decreased at the pleasure of the landlord; he had full power to do as he liked in this respect.

Q. Could he turn them out altogether?—A. If he was displeased with them, he turned them out, and if he was not, he allowed them to remain in possession.

Q. What did they do if turned out?—A. They could do nothing; they went and cultivated somewhere else.

Q. Was their position, as regards the small share of produce they paid, considered good, or could they get the same terms wherever they went?—A. No, there was no special good in their position on their parent estate; if turned out, they could immediately get the same terms on any other estate. Their caste and position always commanded on any estate the terms to which they had been accustomed.

Q. Did you ever hear that the right to cultivate was a valuable possession, which could form the subject of complaints, or the loss of which could cause great trouble?—

A. Yes. I do remember cases in the Durriabad District in which Bhyachorah cultivators complained that the landlord had turned them out of their ancient holdings, although they were ready to pay enhanced rent. They complained in Lucknow; this is 20 or 22 years ago. I cannot remember names. They got their holdings back on the increased rent offered by the tenant in whose favour they were registered.

Q. Did you ever hear of such a case in the Seetapore District?—A. I have stayed in Seetapore since 1263 Fuslee, at annexation.

Q. If the "Amnek" could get as good terms elsewhere, how do you explain their complaint?—A. They clung to the old holdings because of groves and houses which they had planted and built, and were glad to pay enhanced rent rather than leave them.

Q. Were such complaints common?—A. They were very rare; the zemindar usually had it all his own way, and could do as he liked.

Q. Go on to the next ground?—A. The Amnek were as servants; they received about 11½ seers in the maund before dividing crops, and after the zemindar had taken his one seer "khurch" the grain was divided. They had to carry arms whenever called on. Their holdings were not usually changed, but the landlord could do so if he pleased. They held at the pleasure of the zemindar, and had no rights. The landlord could turn them out whenever he liked; he did not do so without good reasons, and usually kept them with him.

The Ryottee cultivators were sometimes Mokuddunis getting more favourable rates than ordinary ryots, but their ordinary condition was that of cultivators at the pleasure of the landlord, who could turn them out, or raise their rents, or change their fields, as he liked.

Q. Can you tell anything more about the case in the Dumoh District in which you think that some Bhyachorah cultivators got back their holdings after being turned out by the landlord?—A. No, I cannot tell more; I cannot remember.

Q. Did the talookdar ever detain his tenants against their will when not in blame?—A. Yes, he did, and he would not let them go whenever he had notice in time; but if they got away, he could not bring them back from another talooka to which they might go.

Q. Of the Bhyachorah tenants or occupants of land, can you explain and define which have a proprietary interest, and which are mere cultivators?—A. The blood relations of the family in possession, if they hold anything other than that which is held by cultivators, are proprietors to that extent. The payment on favourable rates does not in itself constitute a proprietary position, for although the rates are very favourable in the case



of the Bhayas, the same rates can be got by them elsewhere, and were enjoyed by others not Bhayas. There must be something more than this to constitute proprietorship, such as rent-free land, or zemindaree right, or some other claim than of the proprietorship.

*Q.* Had the Bhyachorah cultivators, who have not any remains of proprietary right, any right to retain their holdings against the wish of the talookdar?—*A.* No, they have no rights at all, and, except that they were his relations, they had no claims. If he admitted the claim, he kept them in; if not, he turned them out.

Further evidence to-morrow.

In order that the investigation may not be delayed, I now summon 48 cultivators from 24 different villages, two from each, according to a detailed list in vernacular. These men have been selected with reference to the position in their villages, and as more likely than others to have claims to occupancy on account of long possession, superior caste, or relationship to past or present landlords.

(Sd.) E. THOMPSON,  
Settlement Officer.

5th April 1865.

6th April 1865.

NUTHOO LALL, Canoongue of Jhumooa, on solemn affirmation, states:—

I am 48 years of age. I was made canoongoe in 1263 Fuslee; before that my uncle  
<sup>4th witness.</sup> held office. I drew a three-anna share in the village of Jhumooa.

*Q.* Describe the various kinds of cultivators which existed under native rule in this district?—*A.* There were three, "Bhyachorah," "Amnekee," "Ryottee."

*Q.* Describe what you mean by these names?—*A.* The Bhyachorah were relations of the landlord's family; they cultivated their holdings, and divided the grain on a customary scale; they got the same terms of division as the rest of the Amnek; they had no rights of occupancy; the landlord could eject them whenever he pleased, whatever the length of their possession.

*Q.* Did they not, if ejected, complain against it?—*A.* Yes, sometimes. If they had had uninterrupted possession for 100 or 200 years, and had groves and gardens, they complained to the chukladar, but he never interfered or reinstated them.

*Q.* Did you ever know an instance of any one succeeding in retaining his holding against the pleasure of the landlord?—*A.* No, that never happened. I remember a case of a Brahmin who after 50 years possession was turned out, his name was Deena, by Guja Sing of Kewan; he complained to the Nazim, Goburdun Doss, and was not restored. The Nazim said that he had no rights. I never knew of a case in which the right of a landlord to eject a cultivator was disproved.

*Q.* Do you think that the Bhyachorah cultivator had rights of any kind superior to other cultivators, beyond the favourable terms they enjoyed?—*A.* No, never.

*Q.* Were they turned out frequently, or usually held for long periods?—If they quarrelled with the landlord, they were always turned out, but so long as they got on with him they were not disturbed.

*Q.* If the landlord increased his seer, or brought in other cultivators, did he turn out the Bhayas?—*A.* No, as a rule he did not; he was more afraid of the more important cultivators, the Bhayas and Amnek, and consequently he turned out the poorer or Ryottee cultivators.

*Q.* Had either the Amnek or the Ryottee cultivators any rights of occupancy? If they cultivated the same fields for many years together, was it usually considered that they could not be turned out?—*A.* No; if the landlord was displeased he turned them out at once.

*Q.* With reference to all the three claims you have named, could the landlord raise their rents?—Yes, he could, and did.

*Q.* In your opinion was the right to cultivate land a thing of such value that dispossession was popularly considered to be a great loss?—*A.* Yes. It was of this value, that if a man had a patch of good land and highly cultivated, although he could depend on getting a holding elsewhere at once, he would command always as good land as he lost. It certainly was sometimes the case that the landlord did all he could to prevent good cultivators from going, and persuaded to come back again.

*Q.* Did

Q. Did you ever hear that any sort of cultivator in my estate was ever thought to have a right to cultivate on old rates, or enhanced rates, or any rate, merely on the ground that he had long been in possession of his holding?—A. No, never; I never heard of such a right.

Q. Was it the custom to change the fields of cultivators?—A. No, it was not the custom to do so as long as a man could work his fields satisfactorily.

Q. You are aware that there are Bhayas in possession of proprietary rights, or traces of it, however slight, and that there are Bhayas who have no such rights; do you think that the favourable rates on which the cultivating Bhayas hold may not in some sense be considered to be traces of proprietary rights?—A. No, certainly not. The favourable rates of the Bhayas are not peculiar to them; they are enjoyed by other “Amnek” cultivators as well, and are not in any way proprietary. Proprietary rights could only be shown by the possession of some share, however small, of rent from land, or other clear sign of zemindaree rights. The favourable rates are no sign of this.

POORUN CHUND, Canoongoe, of Muchretta, on solemn affirmation, states:—

I am about 70 years of age; I have been a canoongoe for about 45 years; I cultivate one plough in Mouzah Bahomipore, Pergunnah Muchretta. It is in my name now; my brother's name appeared before. We have had it for 26 years on favourable rates; we take 9½ scers in the maund before division; this is because of our caste and position. I do not consider that, because of my long possession, or caste, or position, or for any other reason, I have any right to hold against the owner of the village. I would go out at once if he wished it.

Q. Did you ever see such a right in any part of the district? Were there any cultivators of any kind who had the right to occupy their fields against the wish of the landlord?—A. No; this was not the custom under the King's rule.

Q. What kind of cultivator do you call yourself?—I am neither Bhaya nor Amnek, for I am not related to the owner, nor do I render services. I should be called Shurreef, a cultivator on favourable rates, because of my caste.

Q. And the Bhayas, had they no right of occupancy?—A. If they had a share in the “limiter,” if they shared in the profit and loss, or held maafee land in recognition of proprietary right, then they could not be ejected; but if they had more of these, they could be ejected at the pleasure of the landlord; and if a sharer held rent-free land and was ousted, he could only claim his rent-free land as his share of the proprietary right; he could not claim to be restored to his holding as a cultivator, if he cultivated lands as a cultivator besides his maafee.

Q. If a Bhaya cultivator were turned out, could he obtain a holding elsewhere on the same favourable terms?—A. Yes, if his condition was such as to command it, but not otherwise. If he were a small man who cultivated with his own hands, he would not get the same terms, but if of substance and respectable, he would.

10th April 1865.

JEO LALL, Brahmin, of Chawun, in the Talooka of Jungawan (uo Sunnud), on solemn affirmation, states:—

I cultivate two ploughs of land, and pay by buttae on favourable rates. I take two seers in the maund before the division of crops. I have been in possession for four generations; I don't know the reason for my rates being favourable; my fathers held the same before me. The whole village is Brahmin; we all got the same.

Q. Under the native rule could the talookdar turn you out if he pleased?—A. Yes, he could.

Q. Is there any one in the village cultivating on similar terms to your own that he could not turn out?—A. No; he had power to turn out all alike.

Q. Did you ever hear of cultivators in any village, who held their fields as of right, and could not be turned out by the landlord?—No; I never heard of such a thing in my neighbourhood.

Q. Could the landlord raise you rent if he liked?—A. In the King's time he changed the rate of rent as much as he liked, but for a long period the present rates have prevailed. If I am turned out, I should go to some other village, and cultivate on such terms as might be agreed on between me and the landlord.

LUTTOO, Brahmin, of Haloopore, Talooka Behut, on solemn affirmation, states :—

I cultivate three ploughs of land on buttai at favourable rates ; I get nine and a half  
7th witness. seers before the division, but I lose two and a half as khurch.

Q. First the nine and a half seers is taken, then the khurch?—A. No; first I take two seers “churwa,” and the landlord takes two seers “khurch;” then I take six and a quarter seers “koor,” and the rest is divided half and half. I have been in possession for three generations of the same fields. When the landlord ran away, and I had to fly, I lost possession, but regained it on his return. Sometimes I had more, sometimes less by two or four beegahs. When any new assamee came into the village, I had to give two beegahs by the order of the talookdar. We were on good terms.

Q. If the talookdar, instead of taking two beegahs, turned you out altogether, what would happen?—A. I should go out

Q. Had you no remedy?—A. I should complain.

Q. To whom?—A. To any one who would hear me.

Q. Did you ever complain?—A. No, never.

Q. Do you know of any cultivator who ever did complain against his landlord for turning him out?—A. No, I do not. If the talookdar was displeased with any of his cultivators he always turned them out.

Q. Do you know of any cultivator in your own or any other village who has the right of occupancy and cannot be turned out?—A. No, I never saw a case.

Q. Could the landlord raise your rents if he liked?—A. I cannot say; I do not remember a case.

Q. Would you complain if he did?—No. Who would fight with his landlord?

Q. Can you state why you enjoy favourable rates?—A. I am a “Bhula manoos.”

GESUREE, son of DUL SAH, Brahmin, of Haloopore, Talooka Behut, on solemn affirmation, states :—

I cultivate 62 cutcha beegahs on buttai rates. I and all the rest of the village, who  
8th witness. are Brahmins, take koor six and a quarter seers, pay two seers “khurcha,” and receive “churwa” two seers; the rest is divided half and half. I am a Bhula manoos; my family have been in possession for four generations of the same fields; I have never lost any.

Q. Could the landlord turn you out or raise your rents?—A. I have never had a difference with my landlord, and he never interfered with me or raised my rents, but he could do what he liked. He took all the crop together from a cultivator if he was angry with him.

Q. Did you ever hear of any cultivator in you own or any other village who had rights of occupancy against the pleasure of the talookdar?—A. Yes; the Dehwallee cannot be turned out; they are Brahmins, and are, as it were, sharers in the portions of the landlord or family who appoints them.

Q. Do they hold their tenures by specific agreement with the landlord?—A. There is a verbal agreement made when the village is founded.

Q. Are they in the position of mere cultivators?—Certain fields are conferred upon them in their position as Dehwallee, but they cultivate others as well.

Q. Is there any difference in their tenure of these two kinds of fields?—A. Yes; the one is given to them by way of grant or agreement of some kind; the other is merely the holding of a cultivator, and they have a cultivator's right and nothing else; they can be turned out; the landlord has power, but I have not seen them turned out yet.

MORRE, Aheer, of Etawah, in Talooka Bungahmow, on solemn affirmation, states :—

I cultivate 28 beegahs cutcha in six fields; my family have held the same for three  
9th witness. generations back. I have no favourable terms; I pay half and half. I receive “churwa” and pay khurch, which are alike in amount. I have never been turned out by my landlord, but he could do it if he liked.

Q. In your village is there any class of cultivator who has the right to remain in occupancy?—A. No; the talookdar can turn out any he likes.

Q. Could he raise your rents?—A. My share is one-half, and if I did not get it I should lose. What could I do without my proper share?

HEERA, Suddee, of Etawah, in Talooka Bungahmow.

I cultivate 22 beegahs cutcha on buttai rates at one half the produce. I have been in  
10th witness. possession for 20 years. I am a “Ryot.”

Q. Do

*Q.* Do you consider that you have any right to hold your fields for ever because you have held them for 20 years?—*A.* Right there is none. If the talookdar allowed me to cultivate, I cultivated, and if it was not his pleasure, I should not.

*Q.* Did you ever know a cultivator with rights to occupy against the pleasure of his landlord?—*A.* No, never.

No more witnesses being in attendance, the investigation is adjourned.

12th April 1865.

BIKHAREE, Lodh, of Jajpore, Talooka Bungahmow, on solemn affirmation, states :—

I have been in possession of my holding of 35 beegahs for the last three generations ;  
 11th witness. I pay by buttai on ryottee rates.

*Q.* Could the talookdar under native rule turn you out or raise your rents?—*A.* He had the right. Why should he not turn me out, or raise my rents? He never did either, but of course he could if he liked.

WINAG, Pasee, of Jajpoor, in Talooka Bungahmow, on solemn affirmation, states :—

I have held possession of 33 beegahs as a cultivator ; for about six years one plough,  
 12th witness. and three years the other. I had lost possession before that, but before losing possession my ancestors had held for many generations.

*Q.* Could your landlord turn you out, or raise your rents?—*A.* If he was displeased with me he could turn me out, or he could raise my rents, but he never did either one or the other.

SHEOCHURN, Kyeth, of Bahwunpore, zemindaree village, in possession of SAKORKH ROY, Canoongoe, on solemn affirmation, states :—

I hold two ploughs of land, or 35 beegahs, on favourable rates. The fields were  
 13th witness. changed once in my time. I and my father before me have held possession for about 40 years. I am a "Bhaya," a cousin of the proprietor, and I have a share in the profit and loss of the village. I have filed a suit in Court to recover my share. The proprietor has ousted me these five years.

*Q.* Explain on what ground you hold this cultivation, and what you would have done if you had been ejected under native rule?—*A.* If I were disturbed in my cultivation, I would have sued for my share in the village, and having got my share I should extend my seer in my own share, and let this land go. This land is not in any way my property ; I am a cultivator on half buttai rates, as far as this plot goes.

*Q.* In your village are cultivators entitled to any rights of occupancy if they hold the same lands for many years together?—No ; no matter how long they hold, they can be turned out at the will of the landlord.

ADJHOODYA, Brahmin, of Chaum, Talooka Kurnna, on solemn affirmation, states :—

I hold 24 beegahs of land in cultivation on favourable rates. For seven generations  
 14th witness. my ancestors were Shekundars of the village. I have been in possession as a cultivator of these 24 beegahs only six years. I am only a cultivator.

*Q.* Had the landlord in your village, under the native rule, the power to dispossess cultivators, no matter what length of time they had held, or did long occupancy confer a right to hold?—No ; he could turn out any cultivator he liked, no matter how long they had held possession. I was never turned out ; my father and his two brothers held the theka of the village for many years, and I have never been turned out of my holding. This was because of having held the theka. The talookdar could turn me out if he were displeased with me, but he never did.

There are 33 witnesses in attendance, all cultivators, whose time at this season is very precious. It is impossible to take their depositions singly, so as to allow them to depart to-day. I therefore call those of Tehsil Naick in a body, and put questions to the whole. Those of Sudderpore Tehsil will also be called in together.

It is to be noted these and all other cultivators who have been called as witnesses have been selected with reference to the caste, or long possession, or relationship to the former or present proprietors, as more probable than any others to have claims of occupancy, if any such rights exist.

The following cultivators appear. Their caste, extent of holding, and length of possession, as they state it, are given against each name:—

NAMES.	Caste.	Village.	Holdings.	Length of Possession.
Hunsa* - - -	Aheer -	Gwallee -	80 Beegahs -	2 or 3 generations.
Mukka - - -	Pasee -	Ditto -	60 ditto -	3 or 4 ditto.
Chote - - -	Aheer -	Sorrugpore -	23 ditto -	3 ditto.
Khooshal - - -	Brahmin -	Ditto -	160 ditto -	22 years.
Hurree - - -	Chumar -	Ferozepore -	49 ditto -	3 generations.
Deena - - -	Moorao -	Ditto -	6 ditto -	20 years.
Budla - - -	Pasee -	Ghajpore -	5 ditto -	8 ditto ; on former occasion stated "for generations."
Seetul - - -	Goorza -	Ditto -	20 ditto -	20 years.
Mahee Lall - - -	Brahmin -	Bhutpoorwa -	40 ditto -	4 ditto.
Prag - - -	Ditto -	Kinhortee -	40 ditto -	5 or 6 generations.
Jey Sing† - - -	Thakoor -	Ditto -	300 ditto -	40 years.

\* 15th witness.

† 25th witness.

The above particulars having been taken down from the statements of the witnesses, I ask the following questions:—

Q. Do any of you think that because of your caste, your long possession, or your relationship to past or present proprietor, you have the right to occupy your fields so long as you pay a fair rent, or an increased rent? Or was it the custom, under native rule, that your landlords could turn you out, or raise your rents at his pleasure?—A. All reply, Under the native Government our tenure was always at the pleasure of the landlord; he could turn us out if he pleased.

Q. Do you know of such a thing in any village as a cultivator having rights of occupancy?—A. No; in no village is it so. The landlord could turn out all.

I now call the following cultivators of Sudderpore and Mahomdabad Pergunnahs in tehsil Baree:—

NAMES.	Caste.	Village.	Holdings.	Length of Possession.
Govind* - - -	Koormee -	Bungarrah -	40 Beegahs -	200 years.
Dhume - - -	Ditto -	Ditto -	25 ditto -	150 ditto.
Buldee - - -	Brahmin -	Koota -	25 ditto -	15 ditto.
Bhuggun Khan - - -	Pathan -	Juffurpore -	20 ditto -	100 ditto.
Kurhey Sing - - -	Thakoor -	Ditto -	40 ditto -	12 ditto.
Thakoor - - -	Koormee -	Schree -	14 ditto -	50 ditto.
Misre - - -	Ditto -	Ditto -	28 ditto -	100 ditto.
Adjhoodya - - -	Ditto -	Surmudha -	45 ditto -	100 ditto.
Goordeen - - -	Ditto -	Ditto -	50 ditto -	40 ditto.
Chidun - - -	Aheer -	Luttahpore -	26 ditto -	4 generations.
Biharee - - -	Ditto -	Ditto -	33 ditto -	50 years.
Nuthoo Lall - - -	Kyeth -	Sudderpore -	42 ditto -	1 ditto.
Dya Ram - - -	Aheer -	Ditto -	28 ditto -	8 ditto.
Ram Sing - - -	Koormee -	Kunnodrya -	95 ditto -	60 ditto.
Bhikaree - - -	Aheer -	Ditto -	53 ditto -	4 generations.
Moomia - - -	Sheikh -	Bunbheepore -	50 ditto -	50 years.
Badoollah - - -	Syud -	Ditto -	40 ditto -	3 generations.
Heeralall - - -	Koormee -	Maynpore -	40 ditto -	3 or 4 ditto.
Teeka - - -	Aheer -	Ditto -	20 ditto -	15 or 20 years.
Rohunath - - -	Sheikh -	Khoornul -	15 ditto -	3 generations.
Heera - - -	Aheer -	Ditto -	33 ditto -	3 ditto.
Ramnaram† - - -	Kyeth -	Ditto -	10 ditto -	80 or 90 years.

\* 26th witness.

† 47th witness.

The above particulars having been recorded from the statements of the witnesses, they are questioned as before.

Q. Do any of you think that the custom of the country under native rule gave you the right to occupy your holding on your present rents, or on enhanced rent, or on any rent, whether the landlord desired it or not, and could he eject you at his pleasure or not?—A. All reply, No; under native rule the cultivator always held at the pleasure of the landlord; he could turn them out at his pleasure.

Q. Could he raise your rents?—A. No; if he took more than the custom of the country warranted, we would leave the land.

The witnesses may depart; the investigation is adjourned.

(Sd.) E. THOMPSON,  
Settlt. Officer.

17th April 1865.

MOULVIE RUGHUR ALI,\* Manager of the Mahmoodalow estate, on solemn affirmation, states:—

I have been manager of the Mahmoodalow estate upwards of a year; it consists of some 600 villages. I hold a small estate of Rupees 1,890 jumma, which  
48th witness. was given me for my conduct at Delhi during the mutinies. I am a native of Ghazeepore, not of Oude.

Q. State as the result of your experience both on your own small estate and on that of Mahmoodalow whether you know of any class of cultivators who, because of tenure, caste, or relationship to the past or present proprietors, or for any other reasons, think that they had rights of occupancy at fixed or variable rates, whether the talookdar desire their services or not?—A. Yes; I know of three kinds of cultivators who, if they were turned out, would think they had the right to stay in; namely, 1st, the documents of the old proprietors, whose proprietary rights have passed away, but who remain in occupation of land on a cultivator's tenure.

Q. Do you refer to the occupancy of lands which they had reserved for themselves when they sold or transferred their proprietary rights?—A. I mean that, when the proprietor transferred his proprietary rights in the whole land, including that of the fields he tills, he would still claim the right of occupancy as a cultivator in the fields he held.

Q. Were such fields as you refer to held on favourable rates usually, or merely on "Ryottee" rates?—A. No, always on favourable rates.

Q. On what ground would such men claim to hold the fields?—A. They were the old proprietors, and these fields were usually their seer lands, and although they have not the land and pay rent upon their holdings, they would regain their tenure as the mark or sign of their old rights.

Q. This kind of tenure is not what the Court enquires for. This is the remains of former proprietary right, and may be and constantly is claimed and decreed as under-proprietary right. Proceed to your second.—A. 2d, men who broke up jungle or waste, and founded new villages and small wells, considered themselves to have a right of occupancy.

Q. From what you have learned of the condition of these people under native rules was this right admitted?—A. Yes; they got favourable rates, and many hold on such rates at the present time.

Q. It is quite certain that large numbers of cultivators hold on favourable terms for various reasons, but the question is, do they hold at the pleasure of the landlord, or from some inherent right of their own? Could or did the landlord under native rule dispossess such cultivators if their conduct was in any way objectionable?—A. According to the "Sharrah," the "Shaster," and the custom of the country, the right belonged to them, and did not depend on the will of the landlord.

Q. By what name were these rights known?—A. "Mokuddumee." There are many of them on the Mahomdabad estate.

Q. If these had ceased to render the usual service and respect to the talookdar, would they have been allowed to hold?—A. No; he would have turned them out; but he knew quite well that in justice they ought not to be disturbed.

Q. What were the terms on which they were usually held, and of what caste were they?—A. Nearly all were Koormees, and their rates were various, but all favourable.

Q. How were the rates fixed?—A. After their work was done and the village was established, the landlord gave such favourable rates as the labours and social position of the Mokuddumee seemed to require. Sometimes favourable rates were allowed from the first.

Q. Was there usually a written agreement?—A. No.

\* This man is not a native of Oude, and therefore does not speak his experience of Oude before the mutinies or as an Oude landholder.



Q. Describe one or two of the forms which this right took?—A. The cultivator received a fixed quantity of land to cultivate, paying rent by buttai at one-third (“Tikooree”) or two-fifths of the produce (“Punjadree”).

Q. From what point, then, do you date the right of these cultivators?—A. From the date on which the land was conferred upon him in reward for his exertions.

Q. Then the mere fact of cultivating jungle you think confers no right, but the right was its origin in an act of gift done by the talookdar or landlord?—A. I have mentioned two kinds, those who received a reward *after* their labours were over, and those who were induced to begin labour by an immediate grant of land on favourable terms and before their work commenced. In both cases the right dates from the time when the grant was made.

Q. Go on to your third class.—A. They were the fighting class who protected the talookdar or landlord, and to whose prowess he was indebted for the safety of his estate. These men held on favourable rates, and usually thought that they had the right to keep their holdings.

Q. Did not the landlord regard them as military servants, and turn them out when they displeased him?—A. No, not servants exactly; but they were those high caste tenants on his estate who were called on to assist him in a case of a fight, and they held on favourable rates as an inducement to them to remain.

Q. If they refused to render such services as were required of them, what then?—A. I cannot say.

Q. You have now described three kinds of cultivators: 1st, those holding in virtue of old proprietary rights; 2d, those holding on favourable terms by the express gift or concession of the landlord in return for a particular service rendered; and 3d, those who rendered service to the landlord, and in return received favourable terms. In such and all of these there is a clear cause given for the tenure; and the right to be claimed, if claimed at all, is not the mere right of a cultivator, but the performance of a specific arrangement in the nature of a contract or agreement. Can you point to any class of cultivators who claim simply the right to cultivate because of long possession, or because of the custom of the country?—A. So far as I know, there is no such thing as a cultivator's tenure without some such special beginning as I have stated. I cannot understand such a thing; certainly long possession alone never gave such a right.

Q. Can you explain what the “Dehwal” tenure is?—A. The “Dehwal” is the Brahmin who, when the assamees make their houses on the village site or Deh, sets up the doors, and he also lays the foundation of new wells and performs many other services of a religious character. He receives small dues in the shape of grain, and sometimes a landlord gives him a lot of rent-free land. I have very little experience of the tenure.

I now read and abstract as evidence in this enquiry my vernacular proceedings recorded on the 15th February and 16th February 1865, when I investigated this subject in the villages of Chowria, in Pergunnah Baree, and Mahomedpore, in Pergunnah Thahmoodaton. These papers set forth that in Chowria were examined—

One Brahmin cultivator,  
Three Thakoors calling themselves  
ancient proprietors,

Four Thakoors calling themselves  
cultivators,  
Four Aheers,  
Two Morraos,

or 14 cultivators, being all then present in the village, and also the thekadar or present lessee of the village, Sultan Sing Thakoor.

In Mahomedpore were examined—

Eight Brahmins,  
One Thakoor,  
One Bhoorgee,  
One Nao,

Two Aheers,  
One Sheikh,  
One Pathan,  
Two Syuds,

or 17 cultivators, being all that were then present in the village.

All these witnesses were unanimous in one statement, namely, that the cultivators of all classes under native rule held at the pleasure of the landlord, and not by right.

This investigation has been carried to a considerable length, and I am of opinion that, on the one hand, there is sufficient evidence before me on which to proceed to judgment, while, on the other, there was no reasonable hope that a more protracted enquiry will eventuate in the discovery of any new matter.

I therefore proceed to close the investigation.

*Judgment*



*Judgment.*—In order to arrive at a clear understanding of the point at issue, and of the persons or classes whose interests are affected by a decision, it is desirable to review the various forms of cultivating interests in land which have come under notice, and, if possible, to eliminate those which are affected by this enquiry.

There are five broad classes of cultivators in possession of the soil, each of which requires a separate examination.

1.—The descendants of past proprietors. From time immemorial it has been the custom of proprietors of estates, on transferring their lands by sale or mortgage, to reserve to themselves some lands in extent proportionate to the size of the estate and the terms of transfer, both as a means of livelihood and as a record of the ancient proprietary rights then temporarily or permanently passing away from them. These lands were often the “seer” land which they had cultivated as proprietors, and such holdings are persistently called “seer” by the occupants up to the present time, although they ceased to be so when the proprietary right in them passed away; they are usually held either rent-free or on favourable terms.

The right of the ex-proprietors and their descendants to cultivate these lands in perpetuity on the terms which were agreed to at the time of transfer is admitted by all. The recognition of such right is provided for by the orders of the local Government, and many ex-proprietors have come forward and have obtained decrees.

But it is to be noted that the custom of the country invariably gave favourable terms to the ex-proprietors because of their superior social position; and if an ex-proprietor at any time subsequent to the transfer of his estate extended his cultivation to lands other than those which were conceded to him, or reserved by him at the time of transfer, he was, according to the custom of the country, sure, under ordinary circumstances, of obtaining favourable terms from the landlord, so that it is often found that the descendant of an ex-proprietor is in possession of two different kinds of lands—1st, those which he holds in recognition of his former proprietary rights; and, 2d, those which he occupies merely as a cultivator. To the former he has a clear right as an under-proprietor; to the latter he has the right of a cultivator on favourable rates, in whatever that right may hereafter be found to consist.

It is to the latter only that the present enquiry will apply.

2. The relations of the proprietor in possession, commonly called “Bhayas” or clansmen. These are of two kinds, 1st, those who in any form or degree participate in the profit and loss of the parent estate, or who hold rent-free land or draw any emoluments from the land which may be held by the custom of the country to represent a proprietary right; and, 2d, those who merely cultivate on favourable rates. With the latter alone have we any concern at present.

The social position of the clansmen as related to the head of the estate always commanded for them more favourable terms than those enjoyed by ordinary cultivators, but not more advantageous than those held by some other favoured classes. The ties of interest and of relationship and caste bound the landlord and his clansmen-tenants together. The landlord derived much of his strength from the loyalty and numbers of these followers; hence he could afford to give, and did give, favourable terms to those of his clansmen who settled upon his estate, and rendered him the usual services required by their position.

On the other hand, the clansmen very naturally clung to the parent estate, accepting the position in it which the custom of the country assigned to them. They had two strong holds upon the landlord. He could ill afford to dispense with their services and support, and he feared that some influential member of the clan might, if discontented, intrigue to oust him from the position of landlord by obtaining settlement of the estate. Hence they were very seldom removed from their holdings, and ordinarily occupied the same lands for generations together. It is to be noted, however, that if ejected they could usually obtain precisely the same terms in a new estate as they had enjoyed on the old one.

The title of this clan rests upon three things,—their relationship to the landlord’s family, their length of possession, and the favourable terms they have enjoyed. Whether these things formed a valid title it will now be necessary to enquire.

3. Cultivators of the superior caste (Shurreef), who rendered military services to the landlord, commonly called “Amneck.” The position of these men upon the estate was similar to that of the Bhayás, but had a different origin. The power of the landlord to resist the exactions of the Government or the encroachment of rival landholders was limited by the number of retainers of the fighting castes which he could bring into the field;

field; and a fair number of them was essential to his very existence. Hence such persons were allowed to cultivate land on easy terms, and the impossibility of dispensing with their services rendered the landlord most unwilling to eject them. Usage fixed their emoluments, and they could obtain the same terms from any landlord who employed them. Their title rests upon long possession and the favourable rates they paid, and the present enquiry has special relation to their position.

4. The mokuddums, or heads of villages. These men are not usually of the so-called superior castes, but are commonly of some class well known as energetic cultivators; they are found in possession of lands which they have cultivated, for a length of time, on favourable rates. The origin of their tenure is simple:—A landlord desirous of founding a new village, or of extending cultivation, appointed a mokuddum to superintend the work. This mokuddum usually received, by way of recompence for his exertions, a plot of land on favourable terms; and this was given either before the work commenced in anticipation of exertions promised, or after the work was done by way of reward. The title of the mokuddum to this land has its origin in the act of the landlord, and did not grow up spontaneously by reason of the tenant having broken up new land. It was specific payment for specific services performed or to be performed, and the title dates from the time when the land was conferred by the owner, and not from the day it was broken up.

But, like the ex-proprietor, the mokuddum sometimes extended his cultivation afterwards, and his social position and character usually commanded for him the same, or, at any rate, favourable terms; and thus the mokuddum may hold some of his cultivation on one tenure and some on another. With reference to the former of these tenures, I think it clear that, if land were granted to him on favourable terms in recognition of specific services, he is an under-proprietor to the extent of the interest so conferred upon him, and may claim to be recorded as such.

But with regard to lands which he cultivates on favourable terms merely because the custom of the country assigned such terms to men in his position, his title rests solely on the length of his possession, and as such it falls within the intent of the present enquiry.

5. Ordinary cultivators, commonly called “ryots,” holding at market rates. The whole of this class is affected by the present investigation, for it includes the large mass of cultivators who have neither favourable rates, nor superior caste, nor any special antecedents, on which to rest their claims, and whose sole title is their length of possession.

Reviewing the foregoing observations, I find that the question which I am called upon to decide is, did or did not the following classes of cultivators possess rights of occupancy at fixed, or favourable, or any rates, according to the custom of the country under native rule?

1. The descendants of ex-proprietors cultivating lands at favourable rates other than those lands which were reserved by their ancestors in recognition of ancient proprietary right at the time the estate was lost.

2. The “Bhayas” or clansmen cultivating lands on favourable rates not amounting to a trace of proprietary right.

3. Cultivators of the so-called superior or fighting caste, who held their lands on favourable terms, and rendered military service to the landlord.

4. Mokuddums cultivating on favourable terms land not granted to them by the landlord for specific terms performed or to be performed.

5. Ordinary cultivators who have no claim other than that of long possession, with or without favourable terms.

Whether rights of occupancy on rates beneficial or ordinary, fixed or variable, are in themselves good things, is a question with which I have no present concern. I am limited strictly to the enquiry, did they or did they not exist under native rule?

The facts seem to be beyond all dispute. Large numbers of cultivators are shown to have occupied lands on the same estates, and often the same fields, for many years, sometimes for generations. Many of these cultivators have held their lands on favourable terms. The landlord was all-powerful within the limits of his own estate, and possessed the power (which was exercised only in occasional instances, but was acknowledged by the whole of his tenantry) to turn out any cultivator whom he pleased. But, for various reasons, into which it is not necessary to enter, he did not find it to be his interest to turn out many, and large numbers were left in peaceful possession.

Up to this point the evidence is so clear as to leave no room for discussion. The difficulty begins with the question, does such occupancy create a right by prescription adverse to the landlord?

I am of opinion that it does not, because the right of the landlord to evict was notoriously an incident and condition of the cultivator's tenure, thoroughly well known and admitted by the general voice of the cultivating community; and I hold it to be impossible that a right of occupancy could grow up by prescription and extinguish the landlord's right to evict. Turning to the evidence, I find it everywhere admitted that no such prescriptive right was known among the people, and that the landlord's right to eject remained alive, and was acknowledged by the whole cultivating community.

But, it may be argued, this right of the landlord was a usurpation of authority; might became right. The right of the tenant was dormant, suppressed by the superior power of the landlord. The obvious answer is that, whether the power of the landlord was rightful or wrongful, he had been in possession of it from time immemorial, and it was his by prescriptive right. It may be deplorable that so much power should have fallen into the hands of one who was sometimes little fitted to exercise it; but we have to do here with what was, not what ought to have been.

In corroboration of the view I have taken, I may point to the unanimous testimony of the cultivators themselves, to the absence of all claims to rights of occupancy, and to the fact that such claims never alone formed the subject of litigation under native rule.

I am inclined to doubt, indeed, whether the condition of the agricultural community under that Government admitted of the existence of a right of cultivating occupancy. Even those who advocate the creation of such rights most strongly regard the measure as one of protection to the ancient cultivator against some later time when the population shall have increased, and the land shall be all occupied, and competition shall become a powerful source of danger. In such times, doubtless, the privilege to cultivate a certain portion of the soil will assume large dimensions as a right. But such a state of things did not exist, and was, indeed, impossible under the Native Government; and the right to cultivate, in the sense in which we know it now, had not grown up. In those days the competition was among the landlords for possession of the cultivators; not among the cultivators for possession of land. Within my own recollection landlords have applied to me for permission to bring back cultivators by force who have left their holdings; and the cultivator's difficulty not unfrequently was, not how to remain in possession, but how to abandon it. Land was abundant, and far in excess of the wants of the population; a cultivator could find a holding in almost any estate to which he might take his labour; and if rents were raised above what usage fixed as fair, he did not hesitate to adopt this remedy.

Under such a state of things the privilege of cultivating a particular field was not in itself a thing of material value; hence that alone never formed the basis of a dispute or litigation; and when the tenant opposed the landlord's right to eject him, it was always on some ground other than his right to cultivate.

It has, I know, been contended on behalf of the cultivator that it is unequal justice to admit the force of prescription as regards the landlord's power to eject, and to deny the same force to the tenant's long possession.

The rights of those tenants only are under discussion who have occupied for long periods, and therefore, by the premises, the landlord has never exercised the power of ejection; while, on the other hand, the tenant *has* exercised the privilege of possession. How then, it is said, can the sanction of prescription with justice be claimed for the landlord's right to eject which he *did not* exercise, and be denied to the tenant's occupancy, which he *did* enjoy?

The answer is, 1st, that it is not necessary for the existence of a right that it be exercised, provided it be acknowledged; and 2d, that the occupancy of land by a tenant cannot be abstracted from the incidents and features which characterize and qualify it. The power of the landlord to eject is admitted by the general voice of the community to have had a real existence, and to have been acknowledged by the tenantry themselves; and the same authority declares that the possession of the tenant was qualified by the condition that the landlord could eject at his pleasure. Prescription can do no more and no less for the landlord than for the tenant; it can only perpetuate the state of things which actually existed, and that the landlord enjoyed the power of ejection, and that this was a condition of the tenants' occupancy acknowledged by themselves on matters almost beyond dispute.

That rights expire by lapse of time if they are not exercised, and that rights of occupancy can grow up irrespectively of the conditions of the tenure, are arguments which hardly require refutation. The estate has many valuable servants of high position

and long standing, among whom dismissal from office is a thing almost unknown. But the right of the State to dismiss them is a feature in their tenure of office, and so long as this is acknowledged by the public voice, although the right may not be exercised, prescription is powerless against it. So also by the law of England possession by a tenant is adverse to the landlord only if there be no *acknowledgment* of his position. The *exercise* of a landlord's right is not necessary to keep them alive.

In fine, then, it may be stated that the cultivators whose claims are under discussion have no rights other than those created by prescription; the right of the landlord to eject rests precisely upon the same foundation, and the sanction of prescription cannot with equal justice be accorded to the one and withheld from the other.

Seetapore,  
the 22d April 1865.

(Sd.) E. THOMPSON,  
Settlt. Officer.

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From P. WIGRAM, Esq., Officiating Deputy Commissioner of Hurdul, to St. GEORGE TUCKER, Esq., Commissioner of the Khyrabad Division,—No. 67, dated the 10th March 1865.

WITH reference to your reminder of 27th ultimo, and docket No. 53, dated 7th instant, I have the honour to report that I can find no endorsement on the copies of Financial Commissioner's Book Circular No. 2 of 1864, received in this office, so that I was not aware till now that you wished me to report on the subject.

2. As the circular in question directs that the required investigation should be made by the settlement officer or his assistant, I have not made any particular enquiries on the subject; but the question of the rights of cultivators is one which naturally attracts the notice of every revenue officer, especially as the circular under notice is matter of public discussion; and the following is the impression which has been left on my mind by what I have heard.

3. In many cases a right was allowed to exist on the part of cultivators. Examples of this are the cases of Brahmins or former zemindars allowed to hold at a low or fixed rent, or the case of a man who had cleared jungle. Zemindars have admitted to me that in this case the clearer would be entitled to hold the land as long as he paid rent, and that the rent would only be liable to enhancement if the Government demand were raised.

4. Another case, I hear, exists in the Lukhimpore district, where the thakoors, who originally founded villages in the jungle, brought with them numbers of aheers, whose cattle supported the village for some years in its infancy; and in consideration of this the descendants of those aheers are still entitled to hold lands at low rents.

5. But the general right of occupancy as described in Act X. of 1859, under which 12 years continuous occupancy without enhancement of rent or express stipulation confers a right to hold at the same rates, which cannot be enhanced without a suit, does not appear to have prevailed. When the zemindars were liable under the old misrule to be deprived of their villages, and even their rights were very insecure unless they could preserve them by force or favour, it would be surprising if the cultivators, who were less able to use force and far less to purchase favour, could have secured more favourable terms.

6. It is, I believe, generally admitted that the right of occupancy as it exists in the North-Western provinces and Bengal, was never formally acknowledged till it gradually grew into a custom and was conceded by us. In Oude it has not yet been conceded, and it is I think, a question of policy whether it should be admitted or not. If it be acknowledged, and the retrospective effect of Act X. of 1859 be allowed, the resources of the zemindars will be much crippled, for they will find a large part of their land held by men whose rent cannot be enhanced without a suit to show that the value of the land has increased.

7. If the retrospective effect be disallowed, and the Act made prospective only, it will in fact be of no force, for every zemindar will take care that no cultivators shall hold the same field for 12 years running, unless there be an entry in the kuboolyut that such possession shall confer no right of occupancy.

8. If the right of occupancy be not admitted, there will remain the anomaly which now exists,—the right being denied throughout Oude, and admitted to its fullest extent in all the bordering districts of the North-Western provinces.

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From F. O. MAYNE, Esq. C.B., Commissioner, Fyzabad, to the Financial Commissioner, Oude, — No. 141, dated the 26th April 1865.

IN reply to your letter, No. 813, dated 1<sup>st</sup> instant, I have the honour to submit, in original, Mr. Carnegie's Report, with the result of his enquiries, on tenant right. The files of 56 cases are also sent.

2. Having already submitted a Report on the same subject from the Baiswarra Commissioner's Office, and being well aware that you are anxious to receive Mr. Carnegie's Report as soon as possible, I will not detain it by trying to add to or analyze it. Indeed, the enquiry is so full and complete, and the result so well told by Mr. Carnegie, that it would be a waste of time and labour for me to offer any commentary thereon.

3. The Report requires no elucidation, for nothing can be clearer than the inference deducible from the facts discovered, viz., that neither in the Fyzabad District prior to annexation, nor in the Azimghur District prior to settlement under Regulation IX. of 1833, was there ever such a thing as cultivating right of occupancy ever recognized or ever supposed to exist among the people of the country.

4. Indeed the result of Mr. Carnegie's enquiries in the Azimghur District is a most remarkable confirmation of the views hitherto entertained in this province, viz., that, excepting proprietary cultivators, no other cultivators than mere tenants-at-will ever existed until created by a system introduced by ourselves.

5. Mr. Carnegie gives in Fyzabad the result of—

I.—Enquiry in 27 villages under Book Circular No. II. of 1864 of Financial Commissioner.

II.—Enquiry on 10 applications made in Settlement Court.

III.—Enquiry in 19 cases of claims brought forward in summary suits in District Courts.

In none of these has any right of occupancy been proved to exist.

6. I consider that Mr. Carnegie is deserving of the thanks of Government for the great trouble and pains he has taken to ascertain the truth and for the very searching manner in which he has conducted the enquiry.

Memorandum from the Settlement Officer, Fyzabad, to the Commissioner, Fyzabad,—  
No. 138, dated the 19th April 1865.

Begs to report the result of the enquiry into the above subject, and forwards the proceedings of Settlement and Assistant Settlement Officer as embraced in 56 files for submission to Financial Commissioner.

With reference to Financial Commissioner's letter, No. 766, dated 1<sup>st</sup> instant, received yesterday with Commissioner's docket, No. 123, dated 17th instant, begs to say that, as resident cultivators have been found to have no rights, it might safely be assumed that non-residents had none. In some of these proceedings, however, the latter have been shown to have no rights, and it is, therefore, hoped that the enquiry will be considered complete in this and in all other respects.

#### TENANT OCCUPANCY.

1. A thorough investigation into tenant rights has now been completed, and it embraces an enquiry into occupancy as it existed.

Part I.—In the Fyzabad District when we annexed Oude; and

Part II.—In the neighbouring district of Azimghur prior to settlement under Regulation IX. of 1833.

Dividing the subject into these two parts, I now proceed to detail our operations.

#### PART I.

2. Three descriptions of cases have come under enquiry in the Fyzabad District:

1st.—Under the provisions of the Financial Commissioner's Circular No. II. of 1864, every cultivator in 27 villages was called before the Settlement Officer, or his Assistant, and his *status* was enquired into.

2d.—Ten out of the 13 applications made to the Settlement Courts, and referred to in the last Annual Report, were examined.

3d.—Under Financial Commissioner's Circular No. VI. of 1864, 19 applications made to the Zillah Courts to hold possession of land as cultivators contrary to the will of the proprietors were enquired into; and a bird's eye view of the result of the enquiry in all these three classes of cases is appended to this Report, marked A.

- I.—Tehsil Dostpore.*  
 1. Pergunnah Aldemow.  
 2. Ditto Soonhoonpore.  
 3. Ditto Majhowra.

- II.—Tehsil Akberpore.*  
 4. Pergunnah Akberpore.  
 5. Ditto Tanda.  
 6. Ditto Burhur.

3. Referring to the first of these three classes, the 27 villages examined embrace 13 in tolookars (of which all are held kham except one) and 14 in non-talookas, and they are spread over the two tehsils and six pergunnahs marginally noted. In all of these no very marked difference in custom has been found to exist.

4. The well-known distinction of high caste (ashroff) and low caste (arzul) cultivators are found to exist, and favour is shown to the former (viz., Brahmins, Chuttrees, and Kyeths) in their rents. But custom in this respect varies in almost every village, and in the majority of instances no such consideration is shown. It is a noteworthy fact that where this favour is shown, prescription on length of occupancy has nothing to do with the matter, because the *ashroff* cultivator who has occupied his land for a few weeks only is found to be on precisely equal terms in this respect with the man who has cultivated his fields for several lives. It is the fact of residing in the village that is the great desideratum with the zemindar as implying certainty that the fields will not only be cultivated, but to some extent manured, against the uncertainty and the absence of manure, that are the distinguishing features of the non-resident cultivator.

5. The consideration, where it exists is shown in two different ways :

1st, by a reduction in the rent of so much per beegah of land ;

2d, by a reduction of so much per Rupee of rent.

The amount of this reduction varies in every village, but in each village all the recipients of the favour enjoy it in like proportion.

In amount the reduction ranges from a maximum of six annas to a minimum of nine pies in the Rupee.

6. It must not be imagined that this favour in rent used to give any immunity from enhancement, for in the great majority of cases it has been found that the favoured rates were raised in precisely the same proportion as all the others, and in a few instances only was favour to a slight extent shown in the amount of enhancement. Where favour was shown in the rent on the beegah principle, enhancement affected the recipient in precisely the same proportion as it did the ordinary cultivator ; but where it was shown in the Rupee of rent, then the recipient gained a further advantage in the calculation. For instance A (the full payer) rents his field at Rupees 4, and B (the favoured payer) his at Rupees 3-12; an enhancement is made of an anna per Rupee in the rents of all resident cultivators, and it affects the field of A to the extent of four annas, and of B of three annas and nine pies only ; so that B, having all along benefited by one reduction of four annas, derives the further benefit of a second reduction of three pies.

7. All other castes, except the Brahmins, Chuttrees, and Kyeths, who alone have here been found to be included in the "ashroff," pay at full rates.

The present enquiry has fully established that, as a matter of fact, cultivators, whether low rated or otherwise, were rarely ousted under the native rule so long as they paid their rents ; and there was the less necessity to exercise the right of ouster since it was well known to all concerned that the right could not be resisted. The landlord raised his rent to what he considered the full value of the land ; sometimes a single enhancement was equal to 50 per cent. on the former rent ; he knew his interests well enough to stop short of driving away his tenants, and this knowledge being acted upon, the tenants generally agreed to his terms, and in this way things went on from one generation to another. Population was too limited under the King to admit of competition for land, and in fact much land lay waste. Under these circumstances, landlords had to search for and foster cultivators, and such things were unknown as an assamee out-bidding another.

8. All the cultivators who have now been examined, with the sole exception of those in Mouzah Subna, Pergunnah Majhowra, have freely admitted that in the King's time they



they had no rights, and they held, whether at full or at low rates, alike at the sole will and pleasure of the proprietor. Even in the exceptional mouzah named, the low-caste cultivators also candidly admitted absence of all right as opposed to the will of the landlord. But, besides these, there are 14 Chuttree cultivators holding at full rates, who alleged continuous possession at fixed rents, and who asserted a right to be maintained in their holding so long as they paid these rents. The investigation which has now been made has, however, quite disposed of their position, because it has been established (1) that their holdings varied in area, and (2) that their rents, which are equal in amount to those of all other ordinary cultivators, have been subjected to like enhancements with them.

9. Instances have been found of the descendants of former zemindars living in the village, and supporting themselves by agriculture or by service; they either pay full rates, like ordinary cultivators, or they are shown just the same amount of favour by reason of caste that is enjoyed by any other high-caste cultivator who may happen to be so privileged in the village.

10. In Mouzah Bukrah Jalalpore the Oojaineeah Rajpoots were the former zemindars, and some of them are now found to be mere cultivators. They alleged a right to be maintained in possession of their fields so long as they continued to pay "a fair rent;" but the existence of no right has been established. On the contrary, it has been elected (1) that they had the same favour in rates by virtue of high caste as other non-proprietary high-caste cultivators, and no more; and (2) that their rents were raised precisely in the same manner as those of the other respectable residents. Moreover, it was established (3) that some of these ex-proprietary cultivators had of their own voluntary action *relinquished* portions of the lands that they had long held at the favoured rates alluded to, instead of *transferring* them for a valuable consideration, which they would have done had vested interests been involved; and also (4) that the talookdar had the power, and had exercised it, of curtailing when he liked some of these favoured holdings. Lastly, it was shown (5) that when such a cultivator died; his land was not divided by his representatives according to ancestral share, as is the invariable rule when rights of any kind in landed property are inherited, but according to the means of individual heirs to carry on the cultivation as mutually determined between such heirs and the proprietor of the village. And all these five positions are alike obnoxious to the existence of any tenant right of occupancy.

11. Again, Mouzah Kullianpore is one of the parent villages of the once powerful Sukurmar clan of Rajpoots, and members of the ex-proprietary community remained in the service of the talookdar as armed retainers till annexation, obtaining a remission of the rent of their cultivation in lieu of wages. Since that time some of these men have been dismissed, their services no longer being required, and their land has been assessed at full market rates. One man has died, and his cultivation has been resumed by the proprietor.

These ex-proprietary cultivators allege that when their property was originally taken into the talooka they applied for a "jeewunhirt" tenure for their support, but it was not allowed. Those of the community who chose to accept service obtained it, and in lieu of wages land was assigned to them, in some instances in one of the villages of their ancestral property, and in other instances in villages with which they had no former concern. The present enquiry has satisfactorily established that there is no direct connexion between these service tenures as we found them existing and the last proprietary *status* of the holders, because (1) the acceptance of service of these persons was not in all cases simultaneous with the incorporation of the village in the talooka, members of the family having joined the service at various subsequent periods when it suited their convenience to do so; (2) the service tenures were not given with any reference to the relative former position or extent of shares of the different *ex-coparceners* in the village; and (3) the members of the community alone who accepted the service individually derived the benefit of the land assigned in lieu of wages, and their former co-sharers who held aloof did not participate in any way therein. These three positions are alike obnoxious to the existence of any right of occupancy, and, as a matter of fact, a majority of the holders who were examined eventually admitted in Court that they held their service lands at the sole will and pleasure of the proprietor.

In all other villages the ex-proprietary cultivators, without exception, admitted that they owed their position to the favour of the landlord of the day; and the enquiry has established beyond a doubt that there was no difference whatever between the *status* of these men and that of the ordinary non-proprietary cultivator.



12. Referring now to the *second* class of cases, viz., the 13 claims to occupancy rights commented upon in last year's Fyzabad Settlement Report, it is a noteworthy fact that of these applicants 12 are residents of the Azimghur, and the remaining one of the Jounpore border. And this is the whole secret of their coming forward: they hoped and believed that the tenant right procedure of the old provinces would be extended to Oude, and they therefore lodged their claims. Ten of the 13 cases have been investigated; the others I have not yet been able to bring into Court. In nine of these the plaintiffs admitted absence of all right under the native rule, and they assigned the change of Government as the sole reason for their coming forward; five of the 10 cultivators were new, and five were old assamees; three of the ten on being called up withdrew their claims, and all 10 were alike dismissed, no right of occupancy being proved.

13. Referring now to the *third* class of cases, viz., those of the Financial Commissioner's Circular No. VI., wherein persons had claimed in the District Courts to be maintained in possession in opposition to the will of the proprietor, 19 of these have been investigated, and, as a rule, the plaintiffs in all of them affirmed as the cause of their coming forward the belief that the British Government maintained the *status quo* of every person who had any connexion whatever with the soil. Of these 19 persons five were recent cultivators, that is, their occupancy commenced within the period of our limitation laws, and the others were of old standing. The claims of all have alike been dismissed, as no right of occupancy as based on custom under the King's Government was established.

14. These proceedings indisputably establish to my mind that under the native rule there was no right of occupancy. No one ever heard of such a claim being brought forward or listened to in any tribunal, authorized or otherwise. It cannot be said that this was owing to bad government, or owing to the absence of the means of redress, because the same objection would apply just as much to claims for all other rights in land, such as used to be abundantly brought before the Native Government officials through Army, or Residency, or Court influence. Such cases are also known to have been frequently settled by arbitration; or finally, failing all other means of redress, dhurna, faith-renunciation, self-mutilation, or suicide were often resorted to by those who had lost their rights. But a vigilant enquiry, extending over many weeks, has failed to bring to light a single instance of a person having recourse to any of these modes of redress, because he imagined that his occupancy amounted to a right which had in any way been interfered with.

15. To conclude the first part of this subject: when several hundreds of cultivators are, one may say, unanimous in asserting that they were never aware of being possessed of any right under the Native Government, when it is shown that in no single instance of the many that have come under enquiry was subdivision of the holding of an old cultivator between his heirs made according to the rule which invariably guides the partition of inherited rights in India, the conclusion appears to me to be perfectly irresistible that the former custom of the country recognized no such thing as a tenant right of occupancy.

## PART II.

16. Having now given the result of the investigations into tenant occupancy in this district, I proceed to answer by anticipation a question\* which will certainly occur to most people, "How is it that the Settlement Officer of Fyzabad can find no cultivator's rights when the Settlement Officer of Azimghur did find them, the two districts having, in fact, been one at the beginning of the century, when both were under native rule?"

17. Having attentively studied all the available books of reference touching on the subject, and having also instituted enquiries of intelligent persons still living who took part in the settlement proceedings of the bordering districts 30 years ago, the fact seems to me irresistible that no right of occupancy apart from ex-proprietorship existed even in Azimghur until our system created it.

18. We acquired what are termed the ceded provinces, including the bordering districts of Azimghur and Goruckpore, from the Oude Government under the Treaty of 1801. We inaugurated our rule by the issue of a proclamation on the 15th July 1802, setting forth the principles upon which the settlement of the new territory was to be effected.

\* Since this was written I have seen this question put in an up-country paper.

This proclamation, somewhat modified, was subsequently enacted as Section 29, Regulation XXV. of 1803; and turning to it we find that the only reference it makes to the class of cultivators is in laying down the rule that all *aburahs*, or miscellaneous extra charges, were in future to be included under the common denomination of rent, and that the granting of puttass or written leases by all parties who entered into engagements for the revenue with Government to their "dependant talookdars, ryots, and under-tenants" was declared obligatory. Furthermore, Section 35 of the same Regulation reserved to the Governor General in Council the power to enact other Regulations "for the protection and welfare of ryots and cultivators of the soil."

*Summary of the old Law, vide Mr. Muir's Minute of 29th May 1863.*

Section 10, Regulation LI. of 1795, for Benares, states that Khoodkasht or Chupperbund ryots cannot be dispossessed so long as they pay their rent at pergunnah rates.

Clause 7, Section 32, Regulation XXVIII. of 1803, provides for the case of tenants having the right of occupancy so long as a certain rent, or a rent determinable on certain principles, according to local rates and usages, is paid.

Clause 3, Section 11, Regulation VIII. of 1819, and Section 32, Regulation XI. of 1822, recognize "Khoodkasht or resident and hereditary cultivators," or "Khoodkasht and Kudeemee" ryots, as not liable to ejectment; and so also Acts XII. of 1841 and I. of 1845, Clause 3, Section 27.

Regulation VII. of 1822, Clause 1, Section 9, directs the registration in the paper of village rights of cultivators "whether possessing the right of hereditary occupancy or not."

The Regulations have from the first "taken for granted" a class of hereditary cultivators, and the Civil Courts were supposed to decide on the merits according to local custom. Section 32, Regulation XXVIII. of 1803 (Muir's paragraph 11).

The rule enjoined under Regulation IX. of 1833 Settlement was to record in the Khuteonce every cultivating holding under the denomination of proprietary, hereditary, non-hereditary, or service; but the Sudder Board printed circulars laid down no rule to discriminate hereditary from non-hereditary ryots; it was simply provided that disputes were to be referred to punchayet or decided by Collector, and the directions are no more explicit.

Laws and Regulations, or upon general or local usage which may be proved to have existed from time immemorial, this Regulation not being meant to define or limit the actual rights of any description of landlords or tenants, which can be properly ascertained and determined by judicial investigation only."

20. The same Regulation provided that "Mokururedars, Istumrardars, or other descriptions of under-tenants of land," who "on the 10th November 1801 shall have been entitled to hold their tenures at a fixed annual rent, and shall have actually held the same at a fixed invariable amount for 12 complete years before that period," were not liable to enhancement. Such persons had "clearly to establish that by the conditions of their tenures they were not liable to any increase of rent, and that they actually paid a fixed invariable annual rent during the above period" (Section 12). But these

persons are afterwards explained to be holders under grant of preceding Governments,\* and not what we call cultivators at all. We in Oude, in fact, recognize them as superior class, viz., sub-proprietors.

21. The next important Regulation bearing on the regulations of landlord and tenant is Regulation V. of 1812, but it seems confined to lands managed for the time on the part of the Government, or when sale has occurred, and the purchaser enters on new arrangements. By this Regulation the putta rules were somewhat relaxed, and the parties were left to adopt their own forms; cesses, however, were still disallowed. Pergunnah rates, or rates paid for the same land elsewhere, were inculcated; enhancements were only to be made under special writing, and notice of enhancement was to be served by jeth.

22. So far we see rights of occupancy implied or taken for granted, but no attempt whatever made to define or classify them by dividing them into the very distinct heads of, 1st, proprietary, and 2d, non-proprietary tenants. Pains were only taken specially to protect the parties indicated above, who are not known here by the (Bengal) names applied to them, and whom we acknowledge as sub-proprietors.

23. The next light thrown on the subject is by *Elphinstone's History of India*, which shows that, in 1818, 11 out of 14 Collectors of districts not permanently settled reported in relation to permanent ryots that landlords were entitled to raise their rents and oust their tenants at pleasure. The exceptions were the Collectors of Etawah, Saharunpore, and Bundelcund; in the two former of which districts, strange to say, according to the

30. The Azimghur Report admits that the period of prescription which constitutes the right (under which the occupancy title has been conferred in the North-Western Provinces) had nowhere been settled, but it had been ruled that land held (possession acquired) since cession might come within this class, and a shorter period might fairly be assigned, "probably the Civil Courts would recognize 12 years as sufficient;" and here we have the first suggestion of a fixed term for the prescription which is broached in Section 14, Act VII. of 1822, and which became law in Regulation X. of 1859.

31. In Azimghur the following rule of practice was laid down: "The better to define and secure these rights," viz., "that the fair rate fixed at the time of settlement should be invariable during its duration, and that the extent of land thus held with the right of permanency should be clearly defined." And the result is thus stated: "In the two first classes, (1) bought out, and (2) otherwise ousted proprietors, the extent of their cultivation and rate of payment has been determined, and in the third the land actually held and the rate actually paid recorded." This entire procedure was carried out by the village putwarees in the presence of the villagers, the result was publicly advertised, a time (10 days) for hearing objections fixed, and at the close of that time the question was finally disposed of by mutual consent or by judicial award.

32. It will be seen that throughout all this summary of acts and orders but little is said of custom. Mr. Conolly alludes to it, and also Mr. E. Thornton, who declared that "the cultivators who are not zemindars are throughout the district (Saharunpore), to speak generally, simply tenants-at-will;" and in the Mozuffernugger District, where many disputes were brought to an issue, the same gentleman stated, "By far the larger portion of these cultivators have proved to be tenants-at-will." These are, I think, the only officers who have spoken of *custom*, and they stated it to be identical with what it is found to be in these days in Oude. The Azimghur Report speaks not of *custom*, and it clearly shows that the detailed procedure of that district was that prescribed by Regulation VII. of 1822, and paragraph 172 of the Board's printed circular No. 1, already quoted, which had, in fact, no reference whatever to previous custom. This assertion, rash though it may seem, I will now, without a shadow of doubt, satisfactorily demonstrate.

33. Some of the native officials, including three canoongoes, who were engaged in the last Azimghur settlement, still live, and, in communication with the Collector of that district, I have referred to these men, and have obtained much valuable information through them.\* I have had the final settlement proceedings examined of 426 villages in Pergunnah Nizamabad, and the result of the enquiry, in a tabulated form, I give as an Appendix to this Report (marked B).

34. On referring to that Statement it will be found—

1stly.—That in 156 of these 426 villages the cultivators themselves distinctly stated that they had no rights whatever, and out of the former number the Settlement Officer recorded in 147 villages that the cultivators did not know what rights really belonged to their position, while in the remaining nine villages he secured permanency of occupancy so long as the rents were paid.

2dly.—That only in 16 villages were tenant rights actually claimed, and in all of these the rights were allowed by the presiding officer, in one instance on admission, in another after contest, and in all the rest on failure of the landlord to appear.

3dly.—That in seven villages no tenants came forward, and so no rights were judicially conferred on them, while in 184 villages the mention of tenant rights was omitted altogether.

Lastly.—In regard to non-resident cultivators, the procedure was so uncertain, that in 17 villages no tenant rights were recognized, because all the cultivators were non-residents, while in seven others they were treated in all respects like residents.

35. Of the 426 villages under reference, 39 remain; they are accounted for in the manner described in the heading of column 11 of the Statement. We thus have the result of the judicial proceedings in the whole of these villages. It will be seen that wherever the cultivators came forward, whether they themselves ignored having rights or not, whether the zemindar contested this right or not, it was recorded in favour of the cultivators without any reference to or attempt at the classification mentioned in the Azimghur Report, and which, we are led to suppose, was carefully carried out in every village. That it was not so carried out in any one of the 426 villages in question is

\* The recorded replies to my questions to two of these men are given as an Appendix, marked C.

quite apparent from the proceedings of these villages, all of which have come under examination ; but the settlement procedure of that day carried intervention between the owner and cultivators to a point far beyond the result of the judicial enquiry ; for the last act of the settlement, as already explained, was to call on the zemindar to file his actual rent-roll, and, this done, to placard it in the village for 10 days. If any objections were raised, they were disposed of ; if no objections were raised, then the advertised rents of the jumabundee were declared, in the words of many a Settlement Report, "secured and defined" for the period of settlement : and the result of this operation applied as fully to the 184 villages, in the final proceedings of which no allusion whatever is made to tenant rights, and also to the 17 villages where no such rights were recorded, because all the cultivators were non-resident, as it did to the solitary village where, after a judicial contest, the right of occupancy of the tenants was regularly decreed. This declaration that the settlement rent-roll was binding for the currency of the settlement had, in fact, the effect of stultifying altogether the former judicial procedure of the settlement as regards tenant rights, by introducing a dead level of equality throughout under which the ex-proprietary and non-proprietary tenant, the man who had held for 10 lives, and the man who had held for 10 months, alike had his occupancy "secured and defined."

36. Lest proof should be wanting in regard to the assertion made above, that in 156 villages the cultivators repudiated their rights, I beg to translate extracts from a couple of the final proceedings of the Settlement Officers, and to observe that similar extracts are to be found in the papers of every one of these villages.

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#### No. I.

Extract from Final Proceeding by JOHN B. READE, Esq., Deputy Collector, dated 3d May 1825, relating to Mouzah Ekrapore, Pergunnah Nizamabad.

*Chapter V., regarding Chupperbund Assamees.*—The assamees of this village have, in brief, recorded that they have no rights whatever ; they pay rent for such land as they cultivate. These assamees assert no rights, but they are not aware what rights properly belong to their position. The zemindar, in accordance with the usage of the pergunnah, never ousts chupperbund assamees from their old holdings so long as they pay their rents, or *very rarely* so. Even when the zemindar gives the land out for indigo planting, he cannot oust the cultivators for this purpose without their consent.

*Order.*—The zemindars are in future to collect the rents from the assamees according to the rates (durbundee) referred to above.

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#### No. II.

Extract of Final Proceeding in Mouzah Jajoopore and Chedaharee, Zillah Azimghur, dated 18th December 1829.

*Chapter III., Clause 3.*—"The cultivators are hereditary. They assert no rights in their lands or village, but they are so ignorant that they do not know what their rights consist of. Since Regulation VII. of 1822 was promulgated, many resident cultivators have complained of being dispossessed ; and whenever it was found that they were not in arrears, they were redressed ; therefore, it is not within the power of any zemindar to oust any cultivator from either his land or house."

37. When I say that, in the limited enquiry that I have now made in the Azimghur District expressions such as the above occur in the proceedings of about 150 villages, all dated within the few years immediately following 1822, we surely have proof positive of the truth of Mr. Conolly's remark, already quoted, that there were no occupancy rights in the North-Western Provinces prior to Regulation VII. of 1822.

38. I have asserted that the practice in the Azimghur District in regard to the classification of tenant rights was widely different from the description of it contained in the Azimghur Report. This assertion I will now prove by extracts from two final proceedings ; and these will show that, however excellent may have been the intentions of the describer of the system of classification to which I refer, that system was by no means followed by those working immediately under that officer's own orders, any more than it was by any other of the numerous Settlement Officers of the North-Western Provinces,

Provinces, most of whom confine themselves to stating generally that cultivating rights had been "defined and secured."

### No. III.

Extract from Final Proceeding by JOHN THORNTON, Esq., (no date or month,) of 1833, relating to Mouzah Khyrpore, Pergunnah Nizamabad.

*Chapter II., Section 9, regarding the custom of Buttai.*—"This custom does not prevail so long as the cultivators agree to pay the rent now decided. The zemindars will have no power of reverting to the buttai system, nor can they collect in excess of the rents now fixed."

*Chapter IV., regarding the rights and customs of the Ryots.—1st, Old Chupperbund Assamees.*—"It appears from the Returns that there are seven houses of these in the village, six of Aheers, and one of Kohars. Their rights are as follows:—Ever since they held they have always paid their rent instalments, and so long as they continue to do so the zemindar has no power to make any changes whatever."

*2d, Paikash Assamees.*—"There are 18 non-residents; their customs and rents are just the same as the old chupperbund assamees."

### No. IV.

Extract from Final Proceedings by R. MONTGOMERY, Esq., Deputy Collector, dated 14th March 1836, in Mouzah-Khyr-ood-deenpore.

"In view of guiding the future collections, the zemindar is to file a jumabundee under his own and the putwaree's signatures, which will be placed with the record; and in accordance therewith, nor more nor less, will be collections from the koshtkars be made."

39. There is no attempt at classification here; there is no "registration in the paper of village rights of cultivators, whether possessing the right of hereditary occupancy or not" (Mr. Muir), but all are alike called *koshtkars*, and all are alike left to be secured and defined by the issue of the placarded rent-roll.

40. The village Khyr-ood-deenpore, which forms the subject of extract 'No. IV. above, is especially in point in connexion with the Fyzabad occupancy enquiries, for it pertained to an estate half of which went over to the British Government at the cession, while the other half remained in this district; and the enquiries which I have now prosecuted show clearly that occupancy rights existed in neither portion until Regulation VII. of 1822 became law.

41. Turning from Azimghur to our other bordering district, Goruckpore, we see the tenant question thus treated:

### No. V.

Extract from Final Proceedings by C. CHESTER, Esq., Settlement Officer, (acting under the orders of Mr. E. A. READE,) relating to Mouzah Dhowrera, Pergunnah Russool-poorghous, dated 16th October 1838.

*Chapter VI., the custom of the Ryots.*—"From the Settlement records it is apparent that, though the usual proclamation was issued, no assamees of this village have advanced claims, either as hereditary (*mouroosee*), or at fixed rates (*mokururee*), nor have any objections been filed as to the jumabundee of 1246 Fuslee. No special orders are, therefore, necessary."\*

42. From this we can only infer that the rent-roll having been filed and the usual notice issued without any claims or objections being brought forward, *all rents*, according to the procedure of the period, were to be considered as amicably arranged, or, in other words, "secured and defined," for the 30 years term of settlement.

\* Since writing this I have had further opportunities of examining final proceedings of the Goruckpore District to precisely the same effect recorded by Messrs. F. Currie, E. A. Reade, E. Thornton, and F. Stainforth.

43. I have now shown how by a system of enforced written leases Government gave an appearance of fixity to tenant occupancy;\* how by special enactment Government reserved to itself the power of making cultivating rules;† how for a long term of years after cession occupancy rights were “taken for granted:”‡ how in 1818 most of the collectors thought no such rights then existed;§ how in 1822|| a register of all cultivators was ordered to be prepared; how in 1825 and the immediately following years the cultivators of the bordering district were still found stoutly denying the existence of any rights; how under the Settlement of IX. of 1833 most officers treated all cultivators’ rights alike, the rents of all being irrevocably fixed; and it only remains to be added that, having thus arbitrarily fixed the possession and rents of all cultivators alike for 30 years, before that period had expired we introduced Act X. of 1859, “the radical change” and principle of which was that, where this possession of our own ordering had lasted for 12 years, “a full and absolute title of hereditary occupancy” had, in the words of Mr. Muir, been “created.” Right of occupancy is by some said to have been revived and not created under our rule; that it was a former institution under Native Governments, but it had faded away under tyranny and oppression. If this be true, the plant was one of unusually slow growth, for I have shown that in the Azimghur District a quarter of a century even of our fostering government had not yet made the majority of cultivators aware of its existence.

44. In conclusion, we were referred to the former custom of the country to guide us in making these enquiries, and we were to record, if possible, such occupancy rights as had been found to exist when the settlement of the North-Western Provinces was completed. I have faithfully endeavoured to give effect to these instructions, having devoted much care and time to the enquiry; and although I must confess that my private leanings are in favour of their being recognized where this is possible, I have come to the deliberate conviction that occupancy rights were alike unknown in the old and the new provinces until the British Government long fostered and eventually established them.

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*P.S.*—I wish to add that it has repeatedly been stated to me by talookdars who have land in both the old and the new territories that, as a matter of fact, a minority only of the cultivators or of their descendants, who were recorded as in possession at the last North-Western Provinces Settlement, will be found in possession now, and that, do as we like, the proprietor always will and always can get rid of his unpopular assamees by stopping their supplies of water, wood, grass, manure, &c., until they yield, and that all rules on the subject are thus of non-effect. I have not had time to test the truth or otherwise of this assertion, but if it is true, the argument is a strong one in favour of non-intervention.

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# APPENDIX No. A.

Bird's eye view of TENANT RIGHT ENQUIRY under Financial Commissioner's Circulars II. and VI. of 1864, Fyzabad District.

Settlement, Fyzabad District.										
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
CASTE AND POSITION.	No. of cultivators.	DETAILS ABOUT LAND.			DETAILS ABOUT RENT.		DETAILS ABOUT PARTITION.			REMARKS.
		NUMBER OF CULTIVATORS			NUMBER OF CULTIVATORS		NUMBER OF CULTIVATORS			
		Who have voluntarily relinquished some land.	Whose land the owner has of his will reduced.	Whose fields have never changed.	Whose rents have been raised.	Whose rents have never been raised.	Who have divided according to ancestral share.	Who have divided according to individual means.	In whose family division has not taken place.	
<b>A.—Proprietary cultivators.</b>										
I.—Ex-Zemindars	-	8	4	1	8	—	—	2	6	
	-	13	1	11	10	3	—	8	5	
	-	21	5	12	18	3	—	10	11	
<b>B.—Non-proprietary cultivators.</b>										
II.—Brahmins	-	31	3	28	30	1	—	10	21	
	-	41	3	35	28	13	—	8	33	
	-	72	6	63	58	14	—	18	54	
III.—Other high castes	-	7	1	6	4	3	—	2	5	
	-	38	1	37	29	9	—	—	38	
	-	45	2	43	33	12	—	2	43	
IV.—All others	-	273	17	255	195	78	2	7	264	
	-	411	30	373	304	107	2	37	372	
	-									

Settlement, Fyzabad Office,  
the 19th April 1865.

(Sd.) P. CARNEGIE,  
Settlement Officer.



## APPENDIX No. B.

## RESULT STATEMENT of Tenant Right Enquiry as per Final Proceedings in 426 villages of Pergunnah Nizamabad, Zillah Azinghur.

Number of Mouzahs in which cultivators admitted having no rights whatever.				Number of Mouzahs in which tenant rights were formerly claimed and recorded.				Number of Mouzahs in which no tenants presented themselves or claimed rights.							GRAND TOTAL.
								Resident Cultivators.				Non-resident Cultivators.			
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.
Villages in which the Settlement Officer recorded that there were no tenant rights.	Villages in which the Settlement Officer recorded that cultivators altogether having any rights, but in which he recorded them notwithstanding.	Villages in which the Settlement Officer recorded that cultivators made the same statement, but as the records were not paid tenants, resident and non-resident, could not be ousted.	Total.	Villages in which the zemindar admitted the claim of the cultivator and it was recorded.	Villages in which the zemindar disputed the claim, but still it was recorded by the Settlement Officer.	Villages in which the zemindars failed to appear, and the tenant's rights were recorded in his absence.	Total.	Villages in which, owing to the cultivators not coming forward, no orders as to their rights were passed.	Villages in which no mention is made in the records whatever of cultivators or their rights.	Villages in which matters of right are referred back to some roobocaree previously recorded and not forthcoming.	Total.	Villages in which no rights were recorded because the cultivators were all non-resident.	Villages in which the non-residents had their rights placed on the same footing as residents.	Total.	In all of which villages every description of tenant right was assumed by the issue of the 10 days notice.
—	147	9	156	1	1	14	16	7	184	39	230	17	7	24	426

Zillah Fyzabad, }  
the 19th April 1865.

(Sd.) P. CARNEGIE,  
Settlement Officer.

## APPENDIX No. C.

The reply of DEEN DYAL SING, Canoongoe of Pergunnah Nizamabad, Zillah Azimghur, who was employed throughout the Settlement of that district; 40 years in Office.

To the best of my knowledge and belief cultivators were entirely without rights in the Azimghur District when it was under the Nawab's Government, and until the fifth settlement was made by the British Government. At that settlement, in the first instance, cultivators were divided into, 1st, Chupurbund-kadeem; 2d, Nooabad; 3d, Paikasht. The procedure then was for the Mohtussile (our Moonserim) to go to the village, and enquire as to the length of occupancy and the rents paid by the tenants, and he then made over the result to the Surburakar (our Sirdar Moonserim). The latter then used to record his opinion, and pass on the papers to the Settlement Officer, who thereon formed his own conclusions. This, of my knowledge, was the procedure of Messrs. J. T. Reade Cumming, E. A. Reade, J. Thornton, and for some time of Mr. Thomason; but as the settlement of my pergunnah had been begun in 1231 Fuslee and Mr. Thomason found it unfinished in 1240 Fuslee, he changed the procedure as being too dilatory, and ruled that filing the rent-roll would be ample protection for the rents and possession of the cultivators. Up to that change of procedure the result of enquiries may be stated as follows:—

*Chupurbunds of over 12 years.*—Orders were issued that, so long as these paid the rents entered in the proceeding of the Settlement Officer, they could not be ousted by the owner.

*New residents.*—No rights were determined.

*Non-residents.*—If these had cultivated over 12 years, their rights were considered the same as old Chupurbunds.

But subsequently, whether tenant rights had been disposed of as above, or not, a clause was added to the final roobocaree of every village to the effect that zemindars were to collect their rents at the rates entered in the proceeding. Orders were then issued for putwarees to file a rent-roll for every village under his own and the zemindar's signature, in accordance with which all future collections were to be made.

These rent-rolls were made out in the Settlement Office, and after signature by the parties indicated they were advertised in the village. When the period of notice had expired, they were assumed to be binding and final. No objections were raised to these rent-rolls because they were made on the basis of the Ameen's entries noted on the spot, and verified by the Ameen's superior officer.

The result of this procedure was that the possession and the rent of all the cultivators was alike secured, and the zemindar could not oust them; and no distinction thus remained between those cultivators who had previously been held to have rights and those who had been found to have none.

The names of the cultivators entered in the rent-roll at last settlement, or of their heirs, are entered in the papers annually given in by the putwarees, and this is the only record we have of mutations of names of cultivators, and there is thus room for suspicion that all the changes that occur are not duly recorded. It is to rectify this that, under orders, the putwaree has now to give to each assamee an extract of so much of the jumabundee as relates to him.

The respectable castes are allowed consideration in their rates to enable them to pay for a menial, and the majority of the high castes with us enjoy the privilege.

It was formerly a mere act of favour on the part of our proprietors, but since the jumabundees were advertised it has become a right. I am not aware that this question was regularly investigated by anybody either when rights or rents were being enquired into. High caste men who have begun cultivating since the settlement, obtain the usual caste consideration. The question of low rate depends on the bargain made at the outset of occupancy. I know of no instance of a man who began at ordinary rates being allowed consideration for caste at any future period.

The reply of JANKEEPURSHAUD, Canoongoe, Pergunnah Mahoul, Zillah Azimghur, who was employed throughout the fifth Settlement.

There was no such thing as tenant right until the fifth settlement, when it was recognized and defined. Orders were issued to the Ameens to show the resident and non-resident

non-resident assamees as such; and when the No. II. statements were drawn out, the resident cultivators were there shown as *hereditary*, and the non-residents as *non-hereditary*. This was all the enquiry that was ever made on the subject. In many of the settlement proceedings entries will be found to the effect that no rights of hereditary occupancy have been claimed, but in most no allusion is made to such parties.

It was a general order that putwarees should file rent-roll under their own and the zemindar's signature to guide the future payments, no variation from which was to be allowed. When this was done, and the period for which the rent-roll was proclaimed had expired, it was considered final. As far as I know, objections were never raised.

The procedure in my pergunnah was different from nizamabad. Rent rates were not with us entered in the Ameen's khusrah, and so our jumabundees could not be confirmed by comparison therewith. Although, as a matter of fact, there was no entry in the settlement roobocarees, setting forth that possession of cultivators will be upheld, still in practice the rent-roll has been held to be binding in regard to both rents and possession. The zemindar had no power to oust any kashtkar, and, if he did so, the latter was always restored.

The original cultivators of the settlement jumabundee, or their representatives, will still be found generally in possession; any alterations in this respect are shown in the putwaree's annual papers; but as there used to be no check in this respect, it is not improbable that great changes in possession and rent may have taken place without being recorded, and to obviate this in future putwarees are now ordered to give an abstract from the rent-roll to every cultivator.

The *ashraff* castes include Mussulmans, and they are shown favour in their rents by reason of respectability to the maximum amount of one-eighth of the rent. This favour was not formerly considered a matter of right; the low rents were entered in the advertised rent rolls, but they were not distinctly defined as of that class in these documents. Many persons whose occupation is subsequent to the last settlement enjoy the same caste favour in rates. In our district the majority of high caste cultivators have this privilege, the minority pay full rates.

Zillah Fyzabad,  
the 19th April 1865.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST OF HEREDITARY CULTIVATORS, or Cultivators who have held their present fields since before 1844.

*Mouzah Myree Sungram, Mehal Alapore Athaisee, Pergunnah Aldemow; Pirthee Sing and Fakeer Sing, Lumberdars.*

No.	Caste, Name, Parentage.	Number of Khusrah Beegahs.		Total rent.			Generations of residence.	Years these fields have been held.	REMARKS.
I.—BRAHMIN.		B.	D.	RS.	A.	P.			
1	Peeloo, son of Alpee, Sookul	4	18	13	3	0	4	26 years.	Unpreferential.
2	Gajadhur, son of Sheodeen -	2	14	6	4	9	—	—	
3	Mungul, son of Motee -	3	6	9	7	0	3	—	
4	Bhairo, son of Soobhdhan -	6	5	19	2	0	3	25 do.	
II.—BAIS.									
5	Bhawuneebux, son of Bheek Sing.	12	4	19	6	6	3	25 years.	
6	Bhola Sing, son of Burear Sing.	7	1	6	9	0	4	—	
III.—GUNDADYA.									
7	Kolayee, son of Sookalee -	3	15	8	4	0	2	30 years.	
8	Phako, son of Mungroo -	3	4	9	4	0	2	—	
9	Goolzar, son of Mendayee -	2	18	8	6	0	3	38 do.	
10	Sultantee, son of Mungroo -	7	15	23	2	0	3	20 do.	

Before me,  
(Sd.)

P. CARNEGIE,  
Settlt. Officer.

*Mouzah Myree Sungram.*

The Sudder Moonserim has this day produced all the cultivators in this village under circular No. II., and also Dhowtal Sing, agent of Lumberdar and Heetoo Lall Putwaree. Two of the cultivators, viz., Bowaneedeen Chumar (15 years) and Nathoo Moorao (six years), have held only since within the period of our new limitation rules, and I therefore discharge them from the enquiry. There remain 10 old cultivators, regarding whom I proceed to investigate.

No. 1, PEELoo, son of ALPEE, Brahmin, speaks for himself and for Nos. 2 and 3 ; says :—

Our common ancestor used to cultivate 60 beegahs kham in this village, but prior to 1245 Fuslee the zemindars had gradually reduced the holdings until in that year we only had the fields that we now hold, as per index. In the following year we separated, each taking as much land as he could manage, and thus we have gone on to date, without any change whatever in our payments. We have always considered that we held at the will of the zemindar alone, and never considered that we had any right which we could contest with him. When the reductions were made in our cultivation above referred to, we complained to no one, because no one would in the King's time listen to a kashtkar, and we never attempted to resort to dhurna, because we were not aware that we were wronged. The lands we hold are not at this moment worth more than we pay for them, and we have always paid full rents ; so how could the rents be raised ? If more was demanded, we should try and make better terms elsewhere, and nobody would give more for our land.

No. 4, BHAIROO, son of SOOBHDHAN, Brahmin, speaks for himself and all the rest of the cultivators present ; says :—

Ever since we can remember, we have never changed the lands we now hold as per index, nor in our recollection have any of us cultivated other lands than these in the village. Our holdings have been stationary, and our rents also have never changed ; in all other respects I confirm what Peeloo has said.

Dhowtal Sing, agent of defendant, replies, I have been manager of this village for 12 years, and during that time the cultivators have regularly held these lands at the unchanging rates noted in the index ; I have no knowledge beyond that. In other respects I confirm what Nos. 1 and 4 have said in regard to their position with reference to my master.

Heetoo Lall Herdy Putwaree, son of Doorga, has been in office since 1267 Fuslee. Within my knowledge the holdings and rents of Nos. 1 to 10 have not changed for 20 years, and I confirm their statements as to custom, &c.

Court closes.

*Judgment.*—These proceedings have been taken in compliance with circular No. II., the Sudder Moonserim having, in accordance with orders, produced the parties concerned. Two of the cultivators were discharged from the enquiry because their connexion with the village was within the period of our limitation laws, and they therefore could not be considered old cultivators.

According to the showing of the 10 cultivators themselves, who being old are included in the list at the beginning of this paper, they have to their certain knowledge held their present fields for periods ranging from 20 to 38 years, at the rents which they at present pay ; 12 years of this time is confirmed by the agent of the defendant, and 20 years by the putwaree.

It will be seen that there are both Brahmins and Chutrees, as well as low caste men, in the village, but no preference is shown to the former sects by reason of sect.

It is shown by No. 1 cultivator, that his ancestor formerly held nearly three times as much land as the family now cultivate, but the zemindar gradually cut down their holdings till in 1245 Fuslee they reached their present extent. Against this reduction, No. 1 admits that he knew of no redress, and so they neither complained where there was no one to listen, nor had resort to dhurna, because the zemindar could do as he liked with his own. This cultivator also gives a simple reason for the rates never having increased, and that is that they are maximum rates, and if they left to-morrow others would not give more for their fields. There is another point in this man's statement, from which an important argument can be taken ; that is, when the common ancestor of himself and Nos. 2 and 3 died, his land was not divided according to ancestral share, which would have been the course adopted had any *rights* been involved, but each man just

just took what he and the landlord thought he could manage. It is admitted by all these men that they hold simply at the will of the owner, and there is therefore no issue before the Court. No right having been established, the papers are consigned to the record room.

The 24th Jan. 1865.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST of HEREDITARY CULTIVATORS, or Cultivators who have held their present fields since before A.D. 1844.

*Mouzah Seikhpooora, Talooka Meer Kuramut Hossain, Pergunnah Akberpore.*

No.	Caste, Name, Parentage.	Number of Khusrah Beegahs.		Total Rent.	Generations of Residence.	Years these fields have been held.	REMARKS.
	I.—BRAHMINS.	B.	B.	RS. A. P.			
1	Bucktawar, son of Sewdeen -	10	0	42 13 0	3	27 years.	Preferential rates.
2	Goolzar, ditto -	6	11	23 6 0	—	—	
	II.—KORMEES.						
3	Sahai, son of Jagoo -	16	12	79 12 6	—	—	Unpreferential.
4	Nemur, ditto -	8	0	35 4 0	—	—	
5	Sekaie, son of Adharie -	7	9	32 0 0	2	26 years.	
6	Chopaie, ditto -	10	10	47 3 6	—	—	
7	Bawaneedeen, ditto -	7	13	32 14 3	—	—	
8	Buktawur, son of Jokoo -	13	0	54 2 0	—	—	
9	Gunsain, son of Motee -	7	5	49 8 0	3	—	
10	Punchoo, son of Jeawun -	7	0	28 3 0	—	—	
11	Gooptar, son of Nerhoo -	7	15	41 0 0	4	—	
	III.—CHUMARS.						
12	Anundee, son of Damoo -	0	15	2 14 0	10	—	N.B.—The years entered in this column are according to the memory of the oldest inhabitant.
13	Bussum, son of Badaie -	3	0	10 6 0	4	—	

*Moozah Sheikpooora Pergunnah Akberpore, Talooka Katurreea (Kham).*

In accordance with orders the Moonscrim has produced all the cultivators of this mouzah along with Sheik Bundoo, agent of the Talookdar, and Koonjbeharree, Putwaree. Two of the former are comparatively recent, and so I release them from this enquiry, viz., Buddel Chumar, of this year; Hurbhugjum Koormee, of eight years. I proceed to record the statements of the old cultivators as per index.

No. 1, BUCKTAWUR, Brahmin, speaks for self and No. 2.

On account of caste we are allowed consideration on market rates in Goind and Majhar (conventional) soils equal to four annas in the beegah; we hold no Palo land. My (personal) rent was first Rupees 37-8; prior to 1257 Fuslee it was raised at the rate of 2½ annas in the Rupee of preferential rent under the name of costs (khurch o' nég'h), and since then I have paid the amount as a lump sum, which is entered in the index. When our father died, 20 years ago, No. 2 and I separated interests, and took up so much of the old cultivation as we felt equal to, without reference to any share or subdivision that we might hereditarily be entitled to.

*Custom.*—The landlord would never let our lands to others at our rents, nor would he oust or turn us out if others outbid us, and we declined the higher rate. If rents were raised, they would be raised rateably on all alike, and ours would then be raised on our preferential rent. If I vacated or neglected my fields for a year, I would lose all my rights. I have no right of transfer, and the attempt would have led to my being ousted and the transaction cancelled. My son, widow, or other relative living and eating with me, would inherit like privileges. The zemindar could reduce my holding if he wished to plant out, or build on a portion of it, or even if he wanted to increase the number of resident cultivators. I had no power to improve my land without permission

other than by ordinary manuring; and if he refused permission, I was helpless. If he agreed even, or if he spent capital in improvements, or if the land in time got better, still the rents could be raised in proportion with the market value. But I would still be shown the same consideration in the new rent that I was shown before in the old.

No. 3, SAHIA, son of JAGOO, present, speaks for self and all the other old cultivators ;  
says :—

We pay at regular market rates. I accept No. 1's statement, both as to the only enhancement that took place prior to 1257 Fuslee, and as to the course adopted when sons succeeded their fathers.

*Custom.*—The zemindar would never have given our lands to others at our rates, and if others outbid us, we would have first refused, and would only be ousted on declining the enhancement; when rents were raised this was done rateably; we had no consideration in our first rents, and were shown none in the enhanced amount. Our rents are quite equal to market rates at this moment. In all other respects we confirm No. 1.

SHEIK BUND00, Agent of Talookdar, replies :—

The statements of the cultivators (Nos. 1 and 3) as to period of possession, rent, and custom are correct.

PUTWAREE KOONJBEHARREE, son of \_\_\_\_\_, present, says :—

I work since 1257 Fuslee, and confirm all that has been said by Nos. 1 and 3.

Judgment deferred.

— — — — —  
17th January 1865.

The talookdar having represented that the cultivators are mere tenants-at-will, and being in the neighbourhood I further question them.

BUCKTAWUR replies on part of self and No. 2.

Ever since we got possession of our cultivation I have held it, and it alone, never having held more nor less; and I hold this at the pleasure of the owner; and had he turned me out, I could have found no redress, either from officials, or by punchayet, or by dhurna, or other means; and I never heard of a cultivator being restored by resorting to such means.

SAHAI replies for all the others, except Nos. 4 and 12.

From the commencement of our possession we have held these *cash*-paying lands, and these alone; we have at times supplemented our holdings by an occasional field or two which we gave up and changed, and these we used to pay rent for on the butai principle. We only hold the cash-paying fields by the will of the owner, and I never heard of people of our class finding redress from Government, or by punchayet, or otherwise.

No. 4, NEEMUR, present.

Says the same as No. 3; adds, since 1272 Fuslee I have added 15 biswas more land to my cultivation.

No. 12, ANUNDEE, present.

Says the same as No. 3; adds, since 1272 Fuslee I have cultivated 13 biswas more land.

Sheik Bundoo, Agent, here adds:—Although of old standing, these cultivators are at the best tenant-at-will, whom we could have ousted at pleasure.

Koonjbeharry putwaree, present, says that is true.

Judgment deferred.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

• CULTIVATOR'S RIGHT, *vide* FINANCIAL COMMISSIONER'S CIRCULAR, No. II.

*The following questions put to Canoongoes named below, and their answers, are appended, viz.*

Sudder Canoongoe, Sirkar of Huveelee Mungulluree Puchimrat, and the Canoongoes of Aldemow, Soorhoorpore, Manjhowra, Akberpore, Tanda, and Birhur.

*Q. 1st.*—Had any cultivators right of possession at fixed rates in the King's time or not? And if so, what was the basis of such right?

*A. 1st.*—Where any writing changed hands, such as putta and kuboolyut agreement, or the like, then under that the cultivator had such rights as were contained in its conditions; but if there was no such writing, then there were no rights.

*Q. 2d.*—Were any cultivators who had possession by right at beneficial rates?

*A. 2d.*—Persons who broke up jungle or new land, or persons who built wells or embankments or long watercourses at a considerable expense to themselves, or established outlying hamlets, by which the lands were improved, enjoyed a remission not exceeding an eighth as compared with the market value of the land, but there was no fixed method of making this allowance. The three following courses were common:—

First.—At the close of the year, in squaring accounts, to deduct something from the balance then due.

Second.—To allow some rent-free land.

Third.—Where rents in kind prevailed, something was relinquished in grain by zemindar.

In addition to the consideration thus shown for capital expended, Brahmins, Chutrees, and other high castes, by reason of their position alone, and irrespective of beneficial acts performed, were shown consideration in their rents to the extent of one or two annas in the Rupee.

*Q. 3d.*—Had any cultivators a right to be maintained in possession so long as they paid the market rates?

*A. 3d.*—Chuppurbund cultivators had that right, but this was *not a hereditary right*, because it was one common to resident cultivators of only short standing, as well as those of prolonged tenure.

*Q. 4th.*—Suppose A. holds field at Rupees 4, and B. offers Rupees 5 for it, has A. any right to be maintained in the field on agreeing to pay Rupees 5?

*A. 4th.*—Yes; A. would certainly have been upheld in possession; his rights to that extent would have been generally recognized.

*Q. 5th.*—If the occupancy of the same fields has changed by the usage of the pergunnah, is such injurious to the existence of the rights above referred to?

*A. 5th.*—When a dispute arose, and the cultivator lost possession, all his rights vanished, and on no account could such right be transferred by sale, gift, or otherwise.

*Note by the Canoongoes.*—There was no redress in the King's time for a cultivator, if, contrary to the usage as above explained, he was ousted. Still land-owners generally found it to their advantage to abide by their agreements, and to acknowledge such customs as those described.

Camp,  
the 5th November 1864.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

*Judgment.*—These proceedings have been instituted in compliance with the instructions contained in the Financial Commissioner's Circular No. II. All the cultivators were produced in Court and examined. Two of these, Harbhugjum and Buddul, having tilled for not more than eight years, were discharged from the enquiry. There remained 13 old cultivators, of whom the details will be found in the tabulated index. According to the memory of the oldest living witness, these 13 persons have certainly not changed the fields which they now occupy for at least 26 and 27 years, and it has not been their general custom to supplement these holdings by temporarily taking up additional fields, though Nos. 4 and 12 have done so recently.

It will be seen from their statements that Nos. 1 and 2 hold at preferential rates by reason of caste to the extent stated. The status of these persons is this: that, on the



mere score of an outsider offering more money for their holdings, the zemindar, by reason of respect for their caste, would not cancel the preferential rates of rents at which they hold, but at a general raising of the rents of the villages these men would have their rents increased proportionally with their payments.

The other cultivators pay full market rates for their lands without preferential consideration, and in this alone does their position differ from Nos. 1 and 2. If a stranger overbid these men for their fields, and they declined to pay the enhanced amount offered, it is admitted on all sides that Nos. 3 to 13 could be ousted on that account.

But whether we look at the preferential or the unfavoured men, their position in the village was alike solely and wholly at the will and pleasure of the proprietor, and to him alone were they behoven for such privileges (it would be a misnomer to call them rights) which they enjoyed. It was undoubtedly to the interest of the landlord to keep his cultivators, but if he thought otherwise, and chose to turn them out, he had the full power to do so, and against his *dictum* there was no appeal under the Native Government. Neither the canoongoes, nor the putwarees, nor the parties themselves, (and I have spoken to some hundreds on the subject,) can point to a single instance of a man whose connexion with the land was as cultivator only, being ousted and then being restored to possession, either through Regimental, or Residency, or Native official interposition, or by punchayet, dhurna, dacoity, or other known process, legal or illegal. The sole privilege of these persons was to till their holdings, and pay up the demands of the owner, which demands were liable to fluctuate or otherwise in accordance with the character of the individual proprietor. The cultivators of a powerful but prudent landlord will be found, almost to a man, to have held at unchanging rates for years, while in the badly managed estates the changes were frequent. In this particular case only one change in the rent comes within our knowledge, and that occurred in 1257 Fuslee, when an increase of  $2\frac{1}{2}$  annas per Rupee of rent was added to former payments all round, including the preferential men, and that increase has been continued to date.

It has yet to be ruled whether in Oude long prescription is to be held to have created a tenant right, and what number of years will constitute this prescription. The parties in this village have found it to their mutual interests, heretofore, to continue their connection by paying and receiving rates, which, in the memory of man, have only altered once. On that occasion the cultivators paid the increase, and thus admitted the power to demand it; and this, there is no doubt, they would again do. It does not, therefore, seem to the Court necessary to disturb the custom, at present found so amicably to exist in the village, of allowing the landlord and his tenants to adjust their rents on the principles that have heretofore guided them; and the conclusion that the Court, therefore, comes to on the premises is, that no right of occupancy which the tenant could exercise contrary to the will of the landlord existed in the King's time, and it therefore consigns these proceedings to the record room.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

The 18th Jan. 1865.

LIST of HEREDITARY CULTIVATORS, or Cultivators who have held their present field since before A.D. 1844.

*Mouzah Hamzabad, Pergunnah Aldemow; Bulkarum, &c., Lumberdars.*

No.	Caste, Name, Parentage.	Number of Khurrah Beegahs.	Total Rent.	Generations of Residence.	Years these Fields have been held.	REMARKS.
I.—BRAHMINS.						
		B. B.	RS. A. P.			
1	Gunga, son of Doolar	7 16	28 0 0	2	30	Unpreferential.
2	Ramamih, son of Ramdial	1 10	4 0 0	—	25	
3	Ramchurn, ditto	3 3	6 12 0	—	—	
II.—KOOHMES						
4	Nemur, son of Jorale	8 9	33 10 0	—	—	
III.—PASEE						
5	Ramjeawun, son of Bodha	1 1	4 8 0	—	—	

(Sd.) P. CARNEGIE,

( 179 )  
24th January 1865.

*Mouzah Hamzabad.*

According to orders the Sudder Moonserim has\* produced the cultivators in this village for enquiry into occupancy under Circular No. II., also the agent of the lumberdar, the latter himself, and the putwaree.

Of the cultivators, the occupancy of four has originated within the term of our limitation laws, and I therefore discharge them from the enquiry ; these are :—

- |                                      |                           |
|--------------------------------------|---------------------------|
| 1. Rambux Chuttree, nearly 20 years. | 3. Sree Kahar, 9 years.   |
| 2. Seoraj do. 16 do.                 | 4. Adheen Aheer, 8 years. |

There remain five old cultivators as per index, and I now record their statements.

No. 1, GUNGA, Brahmin, son of DOOLAR, present, says :—

I can remember 30 years, and all that while we have held these identical fields without changing, or increasing or decreasing them ; neither have our rents ever been increased. They could not, because nobody would ever give more for the land. We always understood that we were the slaves of the zemindar, and that he could turn us out without reason assigned, or cause us to run away by demanding such rent that we could not afford to stop. We could not object to either course, because there was no one to listen to disputes between landlord and tenant.

No. 2, RAMANUND, speaks for self and his brother, No. 3 :—

I remember 20 years, and long before that our father cultivated the fields which we now hold. Eight years ago we separated, and each took as much of the father's land as he thought himself equal to manage in consultation with the zemindar, and without any reference to what he was entitled to by inheritance. Our holdings and rent have never changed. In other respects I confirm what No. 1 has said.

No. 4, NEMUR, present, says :—

I only remember 10 years ; we held long before that, and there has been no change of any kind since. All that No. 1 has said is true.

No. 5, RAMJEAWUN, present, says :—

I recollect 30 years ; my forefathers held long before that, and there has been no change in the fields or rent ever since. I confirm No. 1's statements.

BENEDYAL, Lumberdar, son of SOOBHAO SING, present, says :—

I remember 25 years ; and confirm the details, contained in the index, as far as that period goes, and I also accept as true the statements in detail of the cultivators now made before me.

BURDASUREE, Putwaree, son of Ramkishur, present, says :

I only work since 1266 Fuslee, and have no previous knowledge.

*Judgment.*—These proceedings have been undertaken in conformity with the instructions of Circular No. II. There are nine cultivators in the village. The occupancy of four of these has commenced within the term of our limitation laws, and I have therefore discharged them from the enquiry. There remain five old cultivators, three of whom are Brahmins, but to whom no consideration is shown in their rents by reason of caste. According to the memory of the oldest of them no change has ever taken place in their fields or in their rent ; they have all along held the same field ; and no others, at the same rents, having succeeded their forefathers on these terms. But in the cases of Nos. 2 and 3 there is this difference : that when they (being brothers) succeeded their father, they divided his fields, not according to the rules of inheritance, but with reference to their relative means as arranged in concert with the zemindar. In this arrangement we see an admission, were it needed, that these persons had no rights in the soil, else would the rule of inheritance not have been set aside. But in truth the parties do themselves candidly admit that they had no rights ; that they have all along paid the full rent value of the land ; that the zemindar could have ousted them if he liked, or could have driven them away by over-taxing them ; and in either case they

(290) Z 2 were

were helpless, because there was under the King's government no tribunal for the redress of tenant grievances: If prescription alone, not based on any previously existing rights, is held to convey an occupancy tenure, then would these persons become entitled to the benefits arising therefrom; but until this rule is clearly enunciated, I have no alternative but to consider that no right of occupancy has been established.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST OF HEREDITARY CULTIVATORS, or Cultivators who have held their present fields since before A.D. 1844.

*Mouzah Paharpore, Pergunnah Aldemow, Talooka Mehal Katsaree (non-talooka).*

No.	Caste, Name, Parentage.	Number of Khusrah Beegahs.	Total Rent.	Generations of Residence.	Years these Fields have been held.	REMARKS.
	I.—KOORMEES.	B. B.	RS. A. P.			
1	Bisram, son of Suddoo -	12 17	34 11 0	3	Over 25	Full rates.
2	Baghoo, son of Parowtee -	8 19	20 13 6	2	" 20	
3	Kundhayee, son of Phagoo -	6 12	18 4 0	3	" 20	
4	Bulkoo, son of Newaz -	8 5	21 11 0	3	" 20	
5	Hunman, son of Poor -	16 14	41 5 0	3	" 25	
6	Dutta, son of Jurbundhan -	16 11	40 14 0	3	" 25	
7	Suttan, son of Nohoor -	5 16	18 2 6	Self	" 20	
8	Satoo, son of Oree -	3 3	8 15 0	—	—	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

25th February 1865.

*Mouzah Paharpore, Pergunnah Aldemow; Zalim Sing, &c., Zemindars.*

The Sudder Moonserim has, in accordance with orders, produced all the cultivators in this village under the provisions of Financial Commissioner's Circular, No. II., along with the son of Zalim Sing, and putwaree, all the parties being present.

Cultivator No. 1 speaks for self and all down to No. 4, says:—

We can remember the periods detailed in the index, and we and our fathers have cultivated these identical fields longer than that. In addition, we also cultivated another *chuck* in this village, and had done so since long before our day, but that chuck was near the jungle. The crops never escaped from animals; and so, 20 years ago, we relinquished it. In our recollection no enhancement of rents has ever taken place. How could they when we have paid high rates all along? We have all along cultivated at the will and pleasure of the zemindar, and he might have turned us out any day, and we could have done nothing.

No. 5 speaks for self and No. 6:—

We are cousins. Ever since we can remember our ancestors used to cultivate the lands which we now hold. It is more than 25 years. Ten years ago we separated interests, and land, ploughs, and everything else was equally divided between us. Our ancestors also had 12 beegahs more in the chuck above referred to, which was given up under similar circumstances. In other respects we confirm what No. 1 has said.

No. 7 for self and 8, says:—

Twenty years ago we came from elsewhere and took up this land. In other respects we too confirm No. 1.

ZALIM SING's son, AUTAR SING, present, says:—

These cultivators are mere tenants-at-will. I confirm all they have said. We could have ousted them any day we liked.

*Judgment.*—There is no very special feature in this case. The cultivators are all of the lower class, and there is every reason to suppose that Nos. 1 to 6 have cultivated their present lands for some generations, or at least beyond the memory of the oldest inhabitant. Their rents have never changed, for which they assign the apparently ample reason that the rates have, in fact, always been high. These people all admit the power of the owner to enhance or oust, and that their tenure depended upon his will and pleasure alone, and they make no claim to hold adverse to his wishes. The same remarks apply to Nos. 7 and 8, but their occupancy commenced within their own lives, about 20 years ago.

As there is no issue before the Court, owing to the admissions of those most concerned, this enquiry is at an end.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST OF HEREDITARY CULTIVATORS, or Cultivators who have held their present fields since before A.D. 1844.

*Mouzah Deoree Sultanpore, Pergunnah Aldemow, Talooka Meopore Dahla; Baboo Lalloosah.*

No.	Caste, Name, Parentage.	Number of Khusrah Beegahs.	Total Rent.	Generations of Residence.	Years these Fields have been held.	REMARKS.
I.—CHUTTREES.		B. B.	RS. A. P.			
1	Jhalloo Sing, son of Pershad	36 17	102 14 0	2	Over 40 years.	All full rates.
2	Dabee, son of Soophal Sing-	14 16	34 12 0	—	" 35 "	
3	Shankar, son of Oomrao	19 13	47 5 0	—	" 25 "	
II.—KOORMEES.						
4	Newaz, son of Farowtee	21 17	50 1 6	4	Over 45 years.	" 25 "
5	Seoruttun, son of Madho	14 17½	52 2 9	2	" 25 "	
III.—AHEEN.						
6	Sadho, son of Farowtee	7 6	22 4 0	4	Over 40 years.	
IV.—CHUMARS.						
7	Soochit, son of Boodhoo	20 11	70 8 0	3	Over 40 years.	" 40 "
8	Dabee, son of Kolahal	8 7	28 2 6	3	" 40 "	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

28th February 1865.

*Mouzah Deoree, Pergunnah Aldemow, Talooka.*

The Sudder Moonserim has this day produced all the cultivators in this village under Financial Commissioner's Circular II., along with Mahabul Sing, agent, and Bheckee Lall, putwaree. Thirty-eight of the assamees date this side of 1268 Fuslee. A separate list is filed of their names, period of holding, &c., and they are relinquished from the enquiry. There remain eight old cultivators, as per index.

No. 1, present, says:—

For more than 40 years, and down to 1265 Fuslee, we were the servants of the talookdar, and in those days my ancestor was a cultivator of 13 beegahs, and that land I am still in possession of. Since 1270 Fuslee I have added 23 beegahs 17 biswas to our cultivation. Since 1242 Fuslee there have been three enhancements of rent; viz., in 1242 Fuslee five annas per beegah, which was collected as a separate item till 1246 Fuslee, when it was added to the rent, and a further sum taken of 2½ annas in the Rupee of the aggregate so farmed; again, in 1248 Fuslee, this new sum was added to rent, (290.)

and a further increase taken on the aggregate of one anna in the Rupee. In 1261 Fuslee this, the last enhancement, was also added to the rent, and it has since been collected as such, or, rather, I should say I got credit for it; for, as far as I am concerned, I have never paid any rent, as all my rent was remitted in lieu of wages, but I got credit in the accounts in the above proportion, while other old cultivators, who were not servants, had to pay the enhancements I have mentioned. In 1266 Fuslee I was discharged and the land assessed, having to pay Rupees 51 per annum for my 13 beegahs up to 1269 Fuslee, and since then as per index. I may mention that my pay was always Rupees 51; and until my rent rose to that sum, the talookdar used to pay me the difference between it and my rent in cash. We had no rights which we could hold in opposition to the talookdar. We held at his will, and he could have ousted us at his pleasure, and no one would have listened to our objections in the King's time.

No. 2, present, says :—

My statement is the same, except in this, that my holding was six beegahs 16 biswas and rent Rupees 25-6. In 1270 Fuslee I got more land, and have since held as per index. The rent till 1265 Fuslee was remitted as wages, and I got Rupees 4-10 in cash besides, equal to Rupees 30 per annum; but in 1266 Fuslee my services were dispensed with, and my lands assessed, and I have since paid cash rents. I confirm all No. 1 has said about custom.

No. 3 says :—

I too was a servant. Up to 1269 Fuslee I held six beegahs 13 biswas at Rupees 9-11. In 1270 Fuslee my land and rent were increased as entered in index; my pay was Rupees 40; after deducting my rent I got the balance, Rupees 30-5, in cash. In 1266 Fuslee I was discharged, and since then have paid the full rent in cash. In all other respects as to enhancements, custom, &c., I confirm No. 1.

No. 4 says :—

I was not a servant. Our cultivation was seven beegahs six biswas, and rent Rupees 24-6, till 1269 Fuslee. In 1270 Fuslee our land and rent were increased to the extent entered in the index. We confirm all that No. 1 has said about the three enhancements, and also as to the power of the owner to turn us out at his pleasure. The rents we pay are very high, full rents.

No. 5 says :—

Till 1269 Fuslee our holding was four beegahs  $17\frac{1}{2}$  biswas, and rent Rupees 17-13. In 1270 Fuslee our land and rent were increased, *vide* index entry.

No. 6 says :—

Till 1269 Fuslee we held 2 biswas,  $18\frac{3}{4}$  beegahs, rent Rupees 11; in 1270 Fuslee land and rent increased, *vide* index entry.

No. 7 says :—

Till 1269 Fuslee we held 2 beegahs 10 biswas, rent Rupees 8-8; in 1270 Fuslee it has been increased, *vide* index.

No. 8 says :—

Till 1269 Fuslee I held 2 beegahs 1 biswa, at Rupees 7-9; since 1270 Fuslee it has been increased, *vide* index.

Nos. 5 to 8 accept the statements of Nos. 4 and 1.

BEEKHEY LALL, Putwaree, son of RAMDEEN, present, says :—

I have worked since 1258 Fuslee, and confirm all that has been said so long as it relates to the period within my knowledge.

MAHABUL SING replies :—

I am only agent since 1265 Fuslee, and know less than the putwaree.

Court closes.

**Judgment.**—These proceedings are held under Circular II. No less than 38 of the cultivators are set aside from the enquiry as being new, their occupancy dating from and after 1268 Fuslee. There remain eight old cultivators, all of whom have held for two or more generations, and for 25 or more years not all the land included in their names in the index, but the proportions detailed in their statements. Of these eight men, three are rajpoots, and were formerly retainers of the talookdar, but they have

caste, and when their service ceased in 1266 Fuslee they paid the full rents in cash, just like ordinary cultivators. The other five men have all along paid full money rents. All these men alike admit that they held their lands at the sole will and pleasure of the owner, who might have ousted them at his pleasure, and that in the King's time there was according to the custom of the country, no appeal from his will. We are referred to custom for the disposal of these cases. It is here shown that the custom did not recognize tenant rights; and therefore, this being a talookdar under sunnud, rights not previously recognized cannot now be created. Under this view this enquiry is now brought to a conclusion.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

12th December 1864.

*Mouzah Kytapore, Pergunnah Tanda; Luchmun Pershad, Lumberdar.*

The Sudder Moonserim has this day produced all cultivators in this village, along with Miraie, Tewarry, agent of the Lumbardar, and Sunkur Lall, Putwaree.

Of the former the following appear to be of so recent establishment, that they cannot have any right by prescription, and they are therefore discharged from this enquiry; they are:—

1. SEWPAL, TEWARRY, 8 years possession.
2. JEAWUN, KOORMEE, 10 years possession.
3. JEAIE, CHUMAR, 10 years' possession.

Five old cultivators remain as per tabulated statement, and to their details I now confine myself.

No. 1, REKEE, son of DYAL, Pandey, present, with the other four old assamees, speaks for all; says:—

I am over 50 years of age; and ever since I can remember, the only time when our rents were ever raised in this village was about 25 years ago, when an increase of four annas in the Rupee was taken all round from the cultivators under the name of costs (khurcha). Up to 1267 Fuslee, this enhancement was collected separately from the old rent under the same name of khurcha, but in 1268 Fuslee the items were united, and ever since they have been taken and are entered in our puttass as rent. My rent is at market rates, and I am shown no consideration by reason of caste; at this moment our fields would not bring more rent in the market.

*Custom.*—It would be quite unheard of for the zemindar to take away our lands, and give them to others at our rates. If strangers offered more, I would have the right of refusal at the higher bid; and if I refused, he would treat with the new man. When rents were raised, they were raised rateably upon all residents alike. If my fields lay waste a year, I would be ousted, and my rights would vanish. I have no right of transfer by gift or otherwise; if I tried it, I could be ousted and the transfer cancelled. My son, nephew, widow, or other relative living and eating with me, would succeed me as heir on the same terms. The lumberdar could reduce my holding by taking part of it to plant or build on, or even to increase the number of resident cultivators in the village. I could only improve my fields by such ordinary methods as manuring, and if the zemindar declined to let me dig a well, I could expect no redress. If under permission I improved the land, or if the zemindar improved it, or if it in time got more valuable, in all these cases the zemindar would have the right of demanding the market rate, and on our refusal he could oust us. Under no circumstances could people in our position get redress, and I never heard of the Government officers or a punchayet taking cognizance of the complaint of an ousted old ryot. Besides these regular holdings, we have occasionally held supplemental fields for a year or two.

MIRAIE TEWARHARY, agent of defendant, present, says:—

The statement of Rekee on the part of the old cultivators as to possession, jumma, and custom is correct, but we could have ousted any man at will, and there was no redress.

SHUNKER LALL, Putwaree (hereditary), present, says:—

I have been 10 years in office. I confirm the details as stated by Rekee on the part of himself and the other cultivators. There was no redress for assamees.

Judgment deferred.

18th January 1865.

*Judgment.*—These proceedings have been instituted in accordance with the instructions contained in the Financial Commissioner's Circular No. II. All the cultivators having been



LIST of HEREDITARY CULTIVATORS, or Cultivators who have held their present fields since before A.D. 1844.

*Mouzah Kurnarpore, Pergunnah Aldemow, Mehal Prusputtee.*

No.	Caste, Name, Parentage.	Number of Khusrah Beegahs.	Total Rent.	Generations of Residence.	Years these Fields have been held.	REMARKS.
	I.—KOORMEES.	B. B.	RS. A. P.			
1	Sew, son of Siriput -	15 6	59 9 9	3	30 years	Unpreferential.
2	Sedah, son of Mehrban -	3 2	16 10 0	2	30 "	
	II.—LOONIAH.					
3	Goolzar, son of Chara -	5 9	19 5 0	3	30 "	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

24th January 1865.

*Mouzah Kurnaepore.*

The Sudder Moonserim under orders produces the cultivators of this village, along with Zubbur Sing, agent of the lumbadars, and Bukshoo Lall, Putwaree, in view to tenant right enquiry under Circular No. II.

The persons below detailed having held only since within the period of our new limitation laws are discharged from this enquiry, viz. :—

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. Soobdan, Looniya, 16 years. | 3. Boodoo, Shepherd, 11 years. |
| 2. Ooree, Koormee, 14 do.      | 4. Parnotee, do. 10 do.        |
| 5. Jakoo, Koormee, 10 years.   |                                |

There remain only three old cultivators, and these I now examine.

No. 1, SEW, Koormee, son of SIRIPUT, present, says :—

I pay at full neighbouring rates. My memory runs back 25 years, and all that time I cultivated 16 beegahs 11 biswas of land; but in 1266 Fuslee I was obliged to throw up 1 beegah 5 biswas, because I could no longer pay the heavy rent; what remains I have always held without change of fields: within my recollection the rents of the village have twice been changed. In 1246 Fuslee an anna in the Rupee was added all around under the name of *butta*, and in 1259 Fuslee three annas in the Rupee were added on the original rents under the name of *khurcha*: these items were regularly continued thereafter, and collected separately under the designations given till 1267 Fuslee. In 1268 Fuslee they were all clubbed up in the putta then granted, and they have since been taken as rent. We held our lands at the will of the landlord, and not by any inherent right. He could have turned us out at his pleasure, and we could have offered no opposition, nor could we have found redress from the authorities or elsewhere. Our redress consisted in this, that if we were rented beyond our powers, or turned out for other reasons, we could have got other lands in the neighbourhood. We pay very high rents, and if we left to-morrow no one would give the same rates.

No. 2, SEDAH, son of MEHRBAN, Koormee, present, says :—

I can recollect 30 years, and all that time we have held these identical fields, and have neither increased, diminished nor changed them. In all other respects my statement is the same as No. 1.

No. 3, GOOLZAR, son of CHARA, Loonia, present, says :—

I can remember 15 years, and during that time our fields have not changed, or increased, or diminished; in other respects I also confirm No. 1.



ZUBBER, son of PURSHUN SING, Lumberdar's Agent, present, replies :—

I have been manager these 15 years, and I confirm the statements of the cultivators so far as they relate to what has occurred within this period of time, and, moreover, they have correctly stated their position as relates to my master.

BUKSHOO LALL, Putwaree, son of BASEO LALL, present, says :—

I have worked since 1240 Fuslee, and confirm all that the cultivators have said. They and their relatives have held these very fields ever since I can remember. I confirm the enhancement of rents also.

*Judgment.*—These proceedings are taken in accordance with the Financial Commissioner's Circular No. II. The Sudder Moonserim, according to orders, has produced the cultivators of this village, eight in number; of these five have been discharged from the enquiry, because their occupancy commenced within the term of the limitation laws; there remain three, all of the lower classes, and these are shown by the putwaree to have had their present fields in their families for 30 years at least, and the memory of the villagers goes not further back. During this term of years two enhancements of rent were made by the owner, viz., an anna in the Rupee of rent all round in 1246 Fuslee, and three annas in the Rupee in 1259 Fuslee; and these excesses in rent were separately collected thereafter, till 1268 Fuslee, when they were finally clubbed up and have since been taken as rent. These are high rates, and there is no doubt that more could not be got for the land; they are indeed so high, that No. 1, a Koormee (well known to be the very best class of cultivators), was constrained to throw up a portion of his holding voluntarily, owing to over-assessment in 1266 Fuslee. These cultivators all admit that their occupancy was contingent on the will of the zemindar; that he could raise his rents and that they must pay or go; that there was no redress if they were turned out, except in the fact that they could get other lands in the neighbourhood, perhaps on easier terms. As no claim to rights is advanced, as advancements of rents at pleasure and optional relinquishment of fields when that advance could not be met is admitted, there is no case before the Court, and therefore the papers are hereby filed.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST of HEREDITARY CULTIVATORS, or Cultivators who have held their present fields since before A.D. 1844.

*Mouzah Bhurbharpore, Jamowlee Talooka, Malik Hidaet Hussein, Pergunnah Soorhoorpore.*

No.	Caste, Name, Parentage.	No. of Khusrah Beegahs.	Total Rent.	Generations of Residence.	Years these Fields have been held.	REMARKS.
	I.—CHUTREES.	B. B.	RS. A. P.			
1	Hunsa Sing, son of Sumja Sing - -	5 6	16 0 0	5	30	Unpreferential.
2	Sheobux Sing, son of Bhow- aneedeem Sing - -	6 15	23 4 6	—	—	
	II.—KOORMEES.					
3	Poorundur, son of Sheo -	20 12	51 10 9	—	40	
4	Medae, son of Indur -	6 0	24 0 0	4	30	
	III.—AHEER.					
5	Jeawan, son of Mehurwun -	13 4	39 0 0	5	40	
	IV.—TELEE.					
6	Fukeer, son of Nurkoo -	3 8	14 8 6	3	30	
	V.—PATHAN.					
7	Hooshal Khan, son of Bur- wun Khan - -	6 2	15 12 0	4	35	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

6th December 1864.

*Mouzah Burbharpore Jamowlee, Kham Village.*

The Sudder Moonserim, in compliance with orders, has this day produced all the cultivators in this village, along with Meerun Khan, agent of the talookdar, and Ummur Lall, Putwaree.

Three of the former came from elsewhere and settled in the village within the last five years, and they are therefore discharged from this enquiry; they are (1) Heraman Kahar, (2) Ungnoo Kulwar, and (3) Ataroo Telee.

I proceed to record the statement of the old cultivators.

No. 1, HUNSA, son of SUMJA, aged 40, speaks for all, in their presence, says:—

We all pay the full rent according to neighbouring rates. In the recollection of the oldest of us now living, the only increase of rent was made in 1258 Fuslee, when an enhancement of eight annas in every Rupee of rent was taken, and the rise was permanently added to our former rents, since which time we have paid the amounts recorded opposite to our names in the index.

*Custom.*—The zemindar would never think of ousting us and renting our lands at our rates to others. If strangers outbid us, he would certainly give us the first refusal, and if we declined, he might oust us. If an enhancement of rent became necessary, it would be made rateably on all residents alike; if we neglected our fields or left them for a year, our privileges would vanish: we had no right of transfer, and the attempt would have resulted in expulsion. Our sons' wives or other relatives living and eating with us would succeed on the terms we enjoy. The zemindar could reduce our holdings if he wanted a portion of them to build upon, or plant out, or even if he wished to increase the number of resident cultivators: we have no right to improve our lands without permission otherwise than by ordinary manuring. If the zemindar gave permission to dig a well, or if he dug a well and thereby improved the outlying lands, or if the land in time got more valuable, in any one of these cases, we might be called upon to pay the market rate of the improved land.

MEERUN KHAN, Agent of Talookdar, present, says:—

We confirm the statement of the cultivators in regard to the term of their respective possession, the amount of their individual rents, and also as to local custom.

UMMUR LALL, Putwaree, son of BYJOO, says:—

I am hereditary accountant, and have been in office since 1259 Fuslee. I confirm all that the cultivators have said.

Case deferred.

2d February 1865.

The parties being again present are further questioned.

No. 1, HUNSA, says.

In addition to the lands in the index, I used sometimes to supplement my fixed cultivation by field here or there, and since 1268 Fuslee I have been holding 2 beegahs more jamaie land regularly at Rupees 4; all our lands were held at the pleasure of the talookdar, and we have no right of property in them; had he dismissed us we were helpless, because, in the King's time, there was no manner of redress for cultivators, however long they may have held.

No. 2, SEWBUX, says.

I never ploughed other lands than those indexed, and I confirm what No. 1 has just said.

No. 3, POORUNDUR, confirms No. 2.

No. 4, MIRAIE, says:—

I have had and have relinquished supplementary fields; since 1266 Fuslee I hold 2½ beegahs additional land at a rent of Rupees 4-2-6.

No. 5, JEEAWUN, says:

The same, has ploughed 9 beegahs 16 biswas at Rupees 4-10-6 additional since 1263 Fuslee regularly. (Both these men confirm No. 1 as to custom.)

No. 6,

## No. 6, FUKER :—

Has ploughed 1 beegah extra since 1270 Fuslee; in other respects confirms No. 1.

## No. 7, KOOSUL, says :—

Prior to 1258 Fuslee, I used to hold additional lands, but at different times I gave them up till in that year my holding was reduced to its present dimensions.

MEERUN KHAN, Agent of Talookdar, replies :—

These people had no inherent rights; they simply held at the master's pleasure. There is little irrigated land in the village, and the difficulty was to get cultivators, and for this reason when they were found they never were turned out.

Umur Lall, Putwaree, confirms all that has just been said by cultivators and agent.

Judgment deferred.

8th February 1865.

*Judgment.*—These proceedings have been taken in compliance with Circular No. II., the Sudder Moonserim having, in accordance with orders, produced the parties concerned. Three of the cultivators were discharged from the enquiry, because their connection with the village was within the period of our limitation laws, and they, therefore, could not be considered old cultivators.

According to the showing of the seven cultivators themselves, who being old are included in the list at the beginning of this paper, they have to their certain knowledge held their present fields for periods ranging from 30 to 40 years, and this is not contested on the part of the talookdar. During this term of years a single enhancement of rent was made, which was in 1258 Fuslee, when all rents were raised exactly 50 per cent.; the rise being thereafter maintained. The cultivators have been in the habit of supplementing their regular cultivation by taking a field here or there, and relinquishing it at pleasure; but their regular holdings have remained the same, except in the case of No. 7, who before the 1258 Fuslee enhancement ploughed more land permanently than he has since been able to do. It will be seen that the Chutrees in this village hold at full rates, no consideration being shown to them on account of caste. The cultivators unanimously admit that they held at the will and pleasure of the owner, and that, had he dismissed them, there was no redress in the King's time; there is thus no issue before the Court, and no right having been established or even claimed that could have been held contrary to the wish of the talookdar, the proceedings are brought to a close.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

*Mouzah Mutrapore, Pergunnah Soorhoorpore.*

No.	Caste, Name, Parentage.	No. of Khusrah Beegahs.		Total Rent.			Generations of Residence.	Years these fields have been held.	REMARKS.
	I.—CHOWHAN RAJPOOT.	B.	B.	RS.	A.	P.			
1	Bhyroo, son of Mehrban -	23	18	45	3	3	Ex-zemindar	Over 20 years	At rack rent.
	II.—BRAHMINS.								
2	Bhyroo, son of Monogie -	5	8	13	8	9	5	30	do.
3	Gunga, son of ditto -	5	6	15	11	9			
4	Ramdut, son of ditto -	2	11	5	4	0			
5	Rugbeer, son of Pirti -	1	0	3	4	6	2	15	do.
	III.—PASEES.								
6	Sewruttun, son of Munohur -	4	9	15	6	9	2	Over 20	do.
7	Sewchurn, son of Sultaic -	0	5	0	12	0	1	7	do.
	IV.—CHUMAR.								
8	Parnotee, son of Kadaroo -	1	10	4	8	0	—	10	do.

(Sd.) P. CARNEGIE,  
Settlt. Officer

LIST OF HEREDITARY CULTIVATORS, or Cultivators who have held their present Fields since before A.D. 1844.

*Mouzah Ladpore, Talooka of Hydaet Hussein, Pergunnah Soorhoorpore.*

No.	Caste, Name, Parentage.	Number of Khusrah Beegahs.		Total Rent.	Generations of Residence.	Years these Fields have been held.	REMARKS.
I.—KOORVEEP.		B.	D.	RS. A. P.			
1	Indur, son of Soobunsee -	13	10	30 4 9	8	50	Unpreferential.
2	Joorawan, son of Pursun -	4	10	18 14 6	—	—	
3	Mendoo, son of Tooruntee -	4	12	18 1 6	4	40	
4	Jeebadh, son of Kundhae -	5	13	20 10 6	—	—	
5	Dhoutal, son of Nunkoo -	7	18	27 12 6	—	—	
6	Jeet, son of Jeawan -	7	18	26 15 9	8	50	
7	Himut, son of Sheo Bux -	7	18	29 6 0	—	60	
8	Boodhoo, son of Puttun -	16	9	51 10 9	5	40	
II.—LOHAR.							
9	Soophul, son of Boodhaee -	2	5	9 12 6	3	80	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

6th December 1864.

*Mouzah Ladpore, Pergunnah Soorhoorpore.*

The Sudder Moonserim has this day produced the cultivators of this village, along with Meerun Khan, agent, and Asurfee Lall, putwaree. Of the former six persons date their possession subsequent to 1844, and as I draw the line there, that being the year of limitations, they are discharged from this enquiry; they are—

1. Mendhoo, Koormee, - - - 18 years possession
2. Gopee, ditto - - - 5 ditto.
3. Bhagoo, Kahar - - - 5 ditto.
4. Sewlal, Chumar, - - - 5 ditto.
5. Mendhoo, 2d son of Bundoo,  
Koormee - - - 4 ditto.
6. Sahai, Koormee - - - 3 ditto.

I now record the statement of the old cultivators.

No. 1, INDUR, SON OF SOOBUNSEE, present, for self and No. 2, says:—

Our ancestor ages ago cultivated the village and populated it by desire of the talookdar; we pay rent at neighbouring rates: there have been two enhancements of rent within the 30 years that I can remember. In 1250 Fuslee rents were raised 50 per cent. all round, and that rate was permanently maintained. In 1271 Fuslee half an anna in the Rupee was added to our rents on account of putwaree's fees: both these enhancements are included in the rents detailed in the index. When the cultivator died, or when brothers separated, each took as much of the land previously held as he could afford to cultivate without any reference to ancestral share.

*Custom.*—It would be unheard of for the zemindar to turn us out for the sake of giving our land to others at our rates, and if others outbid us, we would still have the first refusal; and if we declined the enhancement, then, most likely, we would be turned out. Enhancements were invariably made rateably upon all residents alike: if I lost possession, or neglected my fields for a year, my privileges would vanish. I had no right to dispose of my tenure, and would have been ousted for attempting it; our son's wives or near relatives living and eating with us would succeed on the same conditions as we held. If the landlord liked he could take a portion of our lands for building on, or planting out, or even for the location of more resident cultivators in view of improving the village; we could not improve our lands without permission otherwise than by such ordinary means as manuring; and if we did it with permission, by digging a well in dry lands, or if the owner paid for a well in such lands, or if in time the land got more valuable:

valuable; in any of these cases we would have to pay the full market rate of the land so improved.

No. 3, MENDOO, son of TORUNTEE, speaks for self and all the others down to No. 9;  
says:—

We are mere cultivators and had nothing to do with the original opening up of the village, but in all other respects we confirm all that No. 1 has said.

MEERUN KHAN, Agent of talookdar, present, says:—

I confirm all the details given by Nos. 1 and 3 on account of themselves and all the other cultivators in regard to extent of holdings, terms of possession, amount of rents, and village custom, but I have no knowledge of Nos. 1 and 2, or their ancestor, having any concern whatever with the original opening up of the village, and they are shown no preference on that account, for they admit paying at market rates.

ASHURFEE LALL, Putwaree, son of RAMADEEN, present, says:—

I am hereditary accountant, and have worked since 1264 Fuslee myself. I confirm all that the cultivators have said, but know nothing of Nos. 1 and 2 being connected with the opening up of the village.

Judgment deferred.

3d February 1865.

Being in the neighbourhood I have again called the parties and question them further.

MEERUN KHAN, Agent, questioned, states:—

All cultivators held at the pleasure of the talookdar alone, and no one could have remained a day against his will, and No. 1 had no privileges beyond those of the new resident assamees: these parties have at times held supplemental and other lands in addition to those they now hold, and they have relinquished these from time to time, or we took them from them.

No. 1 says:—

It is true we never could have remained in the village against the talookdar's will, and had he been so disposed, he could have ousted us at pleasure without redress, because there was none of our class under native rule. I never heard of a Nazim restoring a resident assamee. I am shown no favour from the fact that my ancestors cleared jungle. I pay as highly as the newest resident cultivator.

Case deferred.

8th February 1865.

*Judgment.*—These proceedings have been taken in accordance with the Circular No. II. The Sudder Moonserim has produced all the parties concerned: six of the cultivators have been discharged from the enquiry, because their occupancy commenced within the term of our limitation laws; there remain nine old cultivators, all of the lower orders, who, according to their own showing and the statements of the talookdar's agent and the putwaree, have held their present fields, as detailed in the index, for periods ranging from 30 to 60 years. During this long term two enhancements of rent are remembered, one of which was in 1250 Fuslee, when rents were raised 50 per cent. all round, and the other was in 1271 Fuslee, when half an anna in the Rupee was added to rents as putwaree's dues. These cultivators all admit that their occupancy and that of their children is contingent on the will of the talookdar; that he could, and did, raise his rents, and that they accepted the position; and had they declined, there was no alternative but to relinquish their fields, as cultivators were never recognized to have any rights in the King's time. These men advance no claim to right of occupancy, and as power to advance rent at pleasure on the part of the proprietor is admitted by them, there is no case before the Court, and the proceedings may here terminate. But I may observe before concluding that Nos. 1 and 2 affirm that their ancestor broke up the village for the talookdar; but they admit that they are shown no consideration on that

account, for they pay full market rates for their land, just the same as the most recent resident cultivator. That these two persons have no inherent right is further evidenced by the fact that when they succeeded their ancestor they did not divide the land according to ancestral share, as is always done when a matter of *right* is involved, but, in accordance with their relative power (in consultation with the talookdar), to carry on farming.

These papers are hereby filed.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST OF HEREDITARY CULTIVATORS, or Cultivators who have held their Fields since before A.D. 1844.

*Mouzah Hussunpore Tynee, Pergunnah Aldemow; Ruchpal Sing, Lumberdar.*

No.	Caste, Name, Parentage.	Number of Khusrah Beegahs.	Total Rent.	Generations of Residence.	Years these Fields have been held.	REMARKS.
I.—KOORMEES.		B. B.	RS. A. P.			
1	Seetul, son of Medayee -	5 11	26 7 6	2	Over 30 years	Full rates.
2	Jeobodh, son of Sookha -	4 6	26 0 0	3	—	
3	Teekaet, son of Kewal -	6 14	36 8 0	3	Over 35 years	
4	Surnam, son of Joorawan -	1 4	6 0 0	3	" 25 "	
5	Dockhchhor, son of Hoolas -	3 7	19 9 6	3	" 13 "	
6	Panchoo, son of Sadhae -	8 14	46 8 0	3	" 13 "	
7	Jeobodh, son of Sunyhawan	3 12	14 9 0	3	" 13 "	
8	Buktawur, son of Jhuggur -	3 16	23 14 0	3	" 13 "	
9	Matadeen, son of Purum -	4 0	24 13 0	3	" 25 "	
II.—AHEER.						
10	Dureao, son of Butta -	3 18	24 2 0	3	" 25 "	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

25th February 1865.

*Mouzah Hussunpore Tynee, Rajpal Sing, Lumberdar.*

The Sudder Moonserim has this day produced all the cultivators of this village along with the Agent and putwaree, in view of occupancy enquiry under Circular II.; all are present.

Cultivator No. 1 speaks for self and No. 2:—

We and our ancestors cultivated these lands since long before our day. Of my land 4 beegahs 7 biswas were originally *cash* rented and one beegah four biswas *grain* rent. In 1267 Fuslee the latter was converted into cash rent also. In 1257 Fuslee an enhancement of two annas in the rupee of rent all round was taken from us, and this was separately shown till 1267 Fuslee; in that year the old and new cash items and this enhancement were all added together, and since then we have paid the one amount entered in the index; we have all along cultivated by favour of the owner; we can allege no right that we could have successfully contested with him, because cultivators were not recognized in the Nawabee. If an enhancement was asked, we had the option of agreeing or of going elsewhere.

No. 3 says:—

Of my holding one beegah was grain rent converted to money rent in 1267 Fuslee; in all other respects I confirm No. 1.

No. 4, for self and all the other cultivators except No. 9, says:—

We have always cultivated these lands and have always paid cash rents for them; in all other respects we confirm No. 1.

No. 9 says:—

I confirm No. 1 in all respects too, but 10 biswas of grain rent land was converted to cash payment in 1267 Fuslee.

BINDASURREE

BINDASURREE BUX, Agent, states:—

I have knowledge extending over 16 years. All the cultivators have held their lands for that time at least, but at the will and pleasure of the zemindars only; in all other respects I confirm what they have stated.

GOBIND LALL, Putwaree, son of BEHARY, says:—

I have worked 13 years and can confirm all the statements so long as they pertain to that period.

*Judgment.*—The cultivators in this village are all of the lower classes; they are all of old standing, older than the memory of the oldest inhabitant, and, it may be, of several generations; they are all of the best description of cultivators and have always paid heavy rents; within their recollection a single enhancement of rents has taken place, when two annas in the Rupee was added all round in 1257 Fuslee. All these persons admit entire absence of right according to the custom of the country before our rule, and that they were mere tenants at the will of the owner. This being no talooka a prescriptive right might be created as there is no Sunnud, but the circular refers us to custom, and the ascertained custom shows no tenant rights to have existed. This enquiry is, therefore, at an end.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST of HEREDITARY CULTIVATORS, or Cultivators who have held their present Fields since before A.D. 1844.

*Mouzah Rabihanpore, Pergunnah Aldemow.*

No.	Caste, Name, Parentage.	No. of Khusrah Beegahs.		Total Rent.	Generations of Residence.	Years these Fields have been held.	REMARKS.
I.—RUGBUNSEES.							
1	Sultanut, son of Ramdial	B.	B.	RS. A. P.			{ *Also 9 beegah 1 biswa, rent- free: admitted to be sub-pro- prietors.
2	Baboot, son of Zalim	*20	0	67 4 3	1	30	
		9	15	17 4 3	—	—	
II.—BRAHMIN.							
3	Isree, son of Bawanisewak	3	13	10 0 0	4	Over 25	Lower rates for caste.
III.—KOORMEES.							
4	Bahare, son of Munsa	9	19	42 7 6	—	40	All full rates.
5	Sahai, son of Norhee	12	14	54 3 3	—	30	
6	Goolzar, son of Suddun	4	13	21 13 3	3	—	
7	Purshad, son of Pultun	0	14	2 15 3	—	—	
8	Chiloo, son of Joraie	1	10	10 2 0	2	20	
9	Goolzir, son of Loutoo	1	5	8 7 0	—	30	
IV.—KHEWUT.							
10	Nerhoo, son of Mungra	5	5	11 10 3	4	30	
V.—CHUMAR.							
11	Nedhee, son of Jarawur	3	1	9 9 9	2	20	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

11th March 1865.

*Mouzah Rabihanpore, Pergunnah Aldemow.*

The Sudder Moonserim has produced all the cultivators in this village, along with Goorbux Lall, agent and putwaree of the lumberdar, in furtherance of the occupancy enquiry, and I proceed to record evidence.



No. 1, speaks for self, and No. 2, say :—

We are the old zemindars ; 30 years ago we sold our proprietary rights to Run Bahadoor, the present owner. Prior to sale my individual *seer* was 29 beegahs 1 biswa. After sale I (*only*) took service with the purchaser, and he gave me 9 beegahs 1 biswa of my old *seer* as service land in lieu of wages, and on the remaining 20 beegahs he fixed a beneficiary rate of Rupees 67-4-3, vide index, thus—

Soil.		General Rate.		My Rate.
Goind	-	- 2 13 0	per beegah (kham)	2 8 0
Majhar	-	- 2 4 0	do.	2 0 0
Pulo	-	- 1 4 0	do.	1 0 0

My rent and paying land have never since altered to date. I remained a dawalbund till annexation. In 1264 Fuslee we got the settlement, and for this the lumberdar spited us in 1265 Fuslee during outbreak, but, on order being restored in 1266 Fuslee, we came to verbal terms, the lumberdar admitting my right to the 9 beegahs 1 biswa as rent-free deedaree, and I then admitted my co-sharers, No. 2 and another, to participate in this deedaree; but inasmuch that it was through my service that it had been obtained, I did not admit them in accordance with ancestral share, but gave them a portion each, viz., 1 beegah 18 biswas to No. 2 and 1 beegah 3 biswas to Hurpal, keeping myself 6 beegahs. During our disputes I neither lost possession of the rent-free nor rented land. Previous to sale No. 2 had the land entered in the index as his individual *seer*; on sale it was assessed at the same consideration rate as my rented land, and that rate he has paid to date, as entered in index. I consider that we have a sub-proprietary title in all these lands, viz., to hold them on present terms; but as no one has crossed my path, I have made no claim in Settlement Court.

No. 3, present, says :—

I as a Brahmin am allowed a drawback of two annas per beegah kham in all the different conventional denominations of land. We have held at the sole will and pleasure of the owner; he had full power to resume the drawback and to raise our rents, and to oust us if he liked, and there was no redress for such matters in the King's time. When an enhancement of rents was made in 1246 Fuslee on the low caste cultivators, it was not extended to me, but this was an act of forbearance on his part. I am the Purohit of the ex-zemindars, but that is no reason why the present proprietor should show me consideration.

No. 4 speaks for self and all the remaining cultivators :—

We all pay at conterminous rates. An enhancement of rent amounting to two annas in the Rupee was taken from all of us in 1246 Fuslee. This was collected as an extra charge till 1266 Fuslee, when it was included in our puttās as rent; as far as we know our holdings have never changed or altered in extent. We hold by favour only; the owner can raise our rents or turn us out, and in the King's time there was no redress except to take ourselves off to another village.

GOORBUX LALL, Putwaree and Agent of Lumberdar, present, says :—

Son of Bheek Lal; I succeeded my father in 1250 Fuslee, and keep the accounts and also make the collections. My master bought the village from the ex-zemindars in 1229 Fuslee. I can state that the status of Nos. 1 and 2 has been as described by them since before my day. I admit that in 1266 Fuslee the lumberdar converted the land of No. 1, that had up to that time been *jagheer*, into rent-free *dedaree*. The consideration shown to No. 3 on account of caste is solely by favour, and I confirm what he and the others have raised so long as their statements pertain to my term of office.

*Order.*—The case is postponed in order that the zemindars may be sent for and the claim of Nos. 1 and 2 taken up and disposed of separately as sub-proprietary ones, and the result noticed in finally disposing of this enquiry.

*Judgment.*—Subsequent to the passing of the above order, Run Bahadoor, the lumberdar of the village, appeared in person, and after considerable discussion between the parties, it was satisfactorily arranged that Nos. 1 and 2, cultivators of this list, were entitled to hold their ex-proprietary *seer*, equal to 38 beegahs 16 biswas, at a fixed annual rent of Rupees 104-3-6, as sub-proprietors; and this arrangement was reduced to writing

writing and the rights of the said cultivators duly and separately decreed. As, therefore the two persons alluded to have been judicially declared to be sub-proprietors, they can no longer be considered as cultivators, or to have any further connection with the present enquiry.

Of the remaining cultivators No. 3 is a Brahmin, who, by reason of caste, is shown consideration in rent to the extent of two annas per kham beegah; and when the only enhancement of rents took place in the year 1246 Fuslee, further consideration was shown to this man, insomuch that the increase was not extended to him. But this favoured cultivator freely admits the absence of all right on his part; that the owner could demand market rates and raise his rent, and oust him if he chose; that there was no redress for persons in his situation under the native rule, for he held solely at the will and pleasure of the owner; and the low-caste cultivators, through their spokesman, No. 4, say the same thing, the only difference being that they were subjected to a rise of two annas in the rupee of rent in the year 1246 Fuslee. These are all old cultivators, but they advance no claim, and according to their statements the custom of the native rule was not to recognize tenant rights. Even the favoured Brahmin admits that his privilege was a matter of kindness, and that it might have been withdrawn any day. As there is no claim or issue before the Court this enquiry is at an end.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST of HEREDITARY CULTIVATORS, or Cultivators who have held their present Fields since before A.D. 1844.

*Mouzah Rasoolpore Oosaree, Pergunnah Akberpore Talooka Katurea.*

No.	Caste, Name, Parentage.	Number of Khusrah Beegahs.	Total Rent.	Generations of residence.	Years these fields have been held.	REMARKS.
<b>I.—BRAHMIN.</b>						
1	Sheobux, son of Amar	B. B. 7 13	RS. A. P. 42 7 0	3	Over 30	At low rates.
<b>II.—KYETHS.</b>						
2	Baijnath, son of Shunkerlall	7 10	26 7 3	—	36	Do.
3	Koonjbeharce, son of Pursun	15 6	43 8 0	—	—	Do.
4	Ramdeen, son of Sarabsook	10 10	27 13 0	4	15	Do.
<b>III.—KOORMEES.</b>						
5	Dhendha, son of Punchoo	2 11	10 1 0	—	25	At full rates.
6	Lontan, son of Jhuggoo	7 19	39 4 0	2	15	Do.
7	Sadho, son of Jokhoo	8 3	37 0 0	—	35	Do.
8	Palayee, son of Badaloo	14 14	73 7 0	—	40	Do.
9	Darsoo, son of Jhagga	10 19	44 0 0	—	30	Do.
<b>IV.—AHEER.</b>						
10	Juggoo, son of Bishon	2 1	15 7 0	—	25	Do.
<b>V.—NAWOO.</b>						
11	Chakooree, son of Oree	1 1	7 2 0	3	15	Do.
<b>VI.—DHOONIA.</b>						
12	Dhanoo, son of Jecayee	2 2	13 7 0	2	—	Do.
<b>VII.—CHUMAR.</b>						
13	Basanoo, son of Koolayee	10 0	1 13 0	—	—	Do.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

23d March 1865.

*Mouzah Rasoolpore Oosuree, Pergunnah Akberpore, Kham Village.*

The Sudder Moonserim has produced all the cultivators in this village, along with Ramzan Ali, agent of talookdar, and Koonjbeharry Lall, putwaree.

No. 1 Cultivator, present, says:—

All my land is *majhar*, and I receive consideration in rents on account of caste as follows:

<i>Land.</i>	<i>General rate.</i>	<i>My low rate.</i>
Majhar, 1st.	Rs. 4 0 0	Rs. 3 12 0
„ 2d.	„ 3 8 0	„ 3 4 0

About 40 years ago an item of  $7\frac{1}{2}$  annas in the Rupee of rent was added to all cultivators' rates on account of costs, and it was added to my consideration rates along with the others. There has been no further enhancement since. I had a beegah of land more than is shown in the index, also at the same favourable rates, till 1270 Fuslee, when I gave it up of my own pleasure. Moreover, up to 1257 Fuslee I held more or less other land, for which I paid grain rents; since 1257 Fuslee I have held 7 beegahs on those terms regularly. I get  $\frac{2}{3}$ ds and the talookdar  $\frac{1}{3}$ rd of the grain, and in this I have no consideration, because the *ursul* assamees divide in the same proportions. Gungadeen, my brother, was partner with me in this cultivation, but he went away of his own accord without getting anything to have, and I have since been alone. I have held at the pleasure of the talookdar alone, and if he had put full rates on my fields, or ousted me, I could have got redress nowhere.

KAIET, Cultivator No. 2, says:—

My father and No. 3's father were cousins. In 1236 Fuslee they separated interests, and their land was divided between them, not according to ancestral share, but each took just as much as he could cultivate. We have been the talookdar's servants for four lives, and No. 3 is still putwaree of this village; our rent is cut from our pay and the balance of our wages is paid to us in cash; we are shown favour in the amount of rent because we belong to the *ashraff*, and also because we are servants; we have the same rates in *majhar* that No. 1 has detailed. In *jamaie* land we get 8 annas in the beegah, i. e., instead of Rupees 5-5 we pay Rupees 4-13. We confirm No. 1 as to enhancement and custom.

No. 4 says:—

We have lived four lives in this village as money-lenders, but we never cultivated any land till 15 years ago, when I took up this holding; I was all along allowed four annas reduction in my land (*majhar*) per beegah on account of caste, and for no other reason. I confirm No. 1 in all he has said.

No. 5 speaks for self and all the low-caste cultivators; says:—

We hold at full market rates, and in our recollection our fields or rent have not changed. But some of us had additional grain rent fields which frequently changed up to 1257 Fuslee, and since then some of us have retained such fields regularly, dividing, like No. 1, at  $\frac{2}{3}$ ds and  $\frac{1}{3}$ rd. We have always held at the sole will of the owner, and we could not have disputed his power to oust us, nor would we have had a hearing had he done so.

RAMZAN ALI, Agent, replies:—

I have cognizance of 15 years, and for that time confirm all that has been said.

KOONJBEHARRY LALL, No. 3 of the list and Putwaree, son of PURSHUN, says:—

I have always heard of the enhancement to which No. 1 has alluded; it was separately shown in my accounts till 1267 Fuslee, when it was finally included in the *puttas* as rent. Neither I nor any other cultivator had any rights in the King's time. I accept No. 2's statement as to my holding; our case was exceptional, that whereas all other rents

rents were raised  $7\frac{1}{2}$  annas per Rupee of rent, our rents (Nos. 2 and 3) were only raised  $1\frac{1}{2}$  annas on the Rupee of consideration rent; but this was a mere act of favour, because we were servants. Ramzan Ali confirms this.

*Judgment.*—The cultivators of this village have been produced by the Sudder Moonserim in connection with the tenant occupancy enquiry ordered by Circular II.

Cultivators Nos. 1 to 4 are allowed a small consideration in their rents by virtue of caste. Nos. 1 and 4 cultivate the medium conventional class of soil only, and in it they are shown favour to the extent of four annas per beegah. Nos. 2 and 3 have the same consideration in their lands of the class indicated, and eight annas a beegah in the better (*goind*) class of land.

As far as is now known, there has been but a single enhancement of rents in the village, which was carried out as follows:—

(1.) On all market-rate cultivators.

(Nos. 5 to 13) seven and a half annas per Rupee of rent.

(2.) On No. 1, seven and a half annas per Rupee of his consideration rent.

(3.) On Nos. 2 and 3, one and a half annas per Rupee of their consideration rent.

It is freely admitted by all these cultivators (favoured and full-rated alike) that their position in the village was solely by the will and pleasure of the owner, that he could have raised their rents, withheld the favoured rates, and ousted them at his pleasure, under the King's Government; and they would have been entirely without redress, as they had no rights which they could exercise in opposition to his will. The cultivators Nos. 2 and 3 are old hereditary servants, No. 3 being the present *putwaree*, and on this account their rates are below even those of the Brahmin; but they, like the rest, freely admit that this consideration is by favour only, and not of right, and they advance no claim to have it perpetuated.

In the case of cultivator No. 1, there are two points which strongly indicate the absence of all hereditary right, were proofs in this respect required; these are, 1stly, that this man originally cultivated in partnership with his brother, who afterwards left the village, throwing up his share of the cultivation; and, 2dly, that No. 1 *voluntarily* threw up a portion of his low-rated land so lately as last year. Had the position of these brothers been heritable and transferable, on neither of those occasions would the land have been *relinquished*; it would have been *disposed of*.

That these low rates in consideration for caste are of favour, and not of right, is clearly shown by the case of No. 4. He only began to cultivate about 15 years ago (within the period of our limitation laws), and from the *first* he was allowed the same consideration as others of the same status enjoyed, who had held for several generations; and it is noteworthy that he (a Kyeth) was admitted to this consideration (as being *ashraff*), and this shows that it is neither because they are good priests or good soldiers that Brahmins and Rajpoots have low rates, but simply that they and other respectable men may be enabled to pay others to do the lower agricultural offices for them.

We are referred to former custom for the disposal of these cases, and it is admitted by all concerned that tenant rights were never recognized; this enquiry is, therefore, at an end.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST OF HEREDITARY CULTIVATORS, or Cultivators who have held their present Fields since before A.D. 1844.

*Mouzah Suddenputtee, Lumberdaree, Sanoman Sing, Pergunnah Soorhoorpore.*

No.	Caste, Name, Parentage.	No. of Khusrah Beegahs.		Total Rent.	Generations of Residence.	Years these fields have been held.	REMARKS.
	I.—BRAHMINS.	B.	E.	RS. A. P.			
1	Peragdut, son of Babooram -	0	18	4 0 0	4	40 years	Unpreferential.
2	Manbodh, son of Perag -	1	4	3 9 3	2	25 do.	
	II.—KOIREES.						
3	Sorooop, son of Raotee -	7	0	20 10 6	5	30 do.	
4	Boktawar, son of Poorae -	2	13	10 14 6	2	25 do.	
	III.—AHEERS.						
5	Autar, son of Bheekaree -	1	18	8 15 6	2	- - -	
6	Gonesh, son of Decha -	0	18	4 8 0	1	25 years	
	IV.—HUJJAM.						
7	Bukshun, son of Doonea -	1	9	5 12 3	2	22 do.	
	V.—CHUMARS.						
8	Teemal, son of Peran -	2	10	7 0 0	3	the	
9	Ghunsam, son of Parshun -	6	6	17 4 9	2	in alor on my	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

11th December 1864.

*Mouzah Suddenputtee, Pergunnah Soorhoorpore.*

The Sudder Moonserim has, in accordance with orders, this day produced the cultivators of this village, along with Gunga Sing, lumberdar, and Jowahir Lall, Putwaree; of the former Dokee, Lohar, has cultivated for 15 years from date only, and his tenure is, therefore, subsequent to 1844, where I draw the line: I release him from this enquiry.

I now proceed to record the statement of the old cultivators as per index.

No. 1, PERAG, SON OF BABOORAM, the oldest of the cultivators, age over 30, speaks for all in their presence:—

We all pay according to market rates; rents never were raised within my recollection till 1266 Fuslee; they were then raised an anna a beegah all round under the name of putwaree's fees, and this enhancement is included in our rents and collected with them, the total being the items entered in the index.

*Custom.*—The owner would never oust for the sake of letting at our rates to others, and if the latter outbid us, we would have the refusal at the higher rate, and if we declined, we might be ousted: enhancements of rent could only be made on all residents alike and rateably. If I neglected my fields, or left them for a year, I would be ousted. I had no power to dispose of my tenure by sale or otherwise, and the attempt would have been followed by expulsion. My son, widow, or other relative living and eating with me would succeed to my privileges. The zemindar could reduce my holding for the purpose of planting out, or building on, a portion of it, or even in view of increasing the number of resident cultivators. I could only improve my lands without special permission in such ordinary methods as by manuring, and if permission was denied, there was no redress. If permission was granted, and I dug a well for instance, or if the zemindar supplied the means of irrigating previously unirrigated land, or even if land in time got more valuable, we could not in any of these cases decline to pay an enhancement equal to the market value of the improved soil.

N.B.—All the other cultivators agree to the above statement.

GUNGA

GUNGA SING, son of MAAN SING, present, replies :—

The details given by the spokesman of the cultivators, in regard to the period of possession and the amount of rent of the different parties, and also as to the local custom, are correct.

JOWAHIR LALE, Putwaree, son of SURRUB SOOK, present, says :—

My father long held office, and I succeeded him in 1264 Fuslee. I confirm all that has been said by the cultivators as to their length of possession, amount of their rent, and local custom.

Judgment deferred.

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4th February 1865.

Being in the neighbourhood I again call these people and question them.

KHODA BUX, Agent, answers :—

The succession on the death of a present assamee only took place with the permission of the owner; sometimes the heir was allowed to keep on all his father's land; at others it was curtailed. They had no rights that they could maintain one hour against our pleasure: the rates taken are the full present value of the land.

No. 1, PERAG, answers for all present :

Yes, that is true, we had no right that anybody would have supported us in contesting against the owners in the King's time; he might have ousted us had he wished, and the only redress we could have had would have been in the fact that lands were available elsewhere for the seeking.

Postponed.

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8th February 1865.

*Judgment.*—These proceedings are taken in accordance with the Financial Commissioner's Circular No. II. The Sudder Moonserim, under orders, produced all the parties. There is only a single new cultivator, i.e., whose occupancy dates from within the period of our limitation laws, and he was discharged from the enquiry on that account. There remain nine old cultivators who have admittedly ploughed these very fields for periods ranging from 22 to 40 years at least. Of these, two are Brahmins, but they are shown no consideration on the score of caste, and admit that they pay full rates for their lands. No enhancement is known to have taken place in rents under the native rule, though an anna in the Rupee of rent was added in 1266 Fuslee on account of putwaree's fees, and no objection taken in our Courts. These cultivators all admit that their occupancy was contingent on the will of the owner; they admit his power to raise rents by having paid them without bringing the issue into Court in 1266 Fuslee, when they could have done so: they admit that in the King's time, their sole redress lay in the fact that land was then more plentiful than hands. As no claim to right is advanced, as the right to raise rents has been tacitly admitted, and as prescription alone has not yet been held to have created a right in Oude, where none previously existed, these papers are hereby consigned to the record room.

(Sd.)

P. CARNEGIE,  
Settlt. Officer.

**LIST of HEREDITARY CULTIVATORS, or Cultivators who have held their present Fields since before A.D. 1844.**

No.	Caste, Name, Parentage.	No. of Khusrah Beegahs.		Total Rent.	Generations of Residence.	Years these fields have been held.	REMARKS.
<b>I.—SUKURWARS.</b>		<b>B.</b>	<b>B.</b>	<b>RS. A. P.</b>			
1	Zubbur, son of Dunaie -	4	10	22 9 0	Many genera- tions, being of the old zemindar's family.	7	Pays rent.
2	Bhaboot, son of Bundo Sing	6	16	24 10 0		8	Rent-free service jagheer.
3	Ramjeawun, son of Pirti -	5	6	27 10 0		48	Pays rent.
4	Kali Sing, son of Sewuk -	5	0	30 0 0		39	Dispossessed in 1265 Fuslee.
<b>II. BUCHGOTEE.</b>							
5	Dhephel, son of Bhugun -	1	11	5 10 0	1	25	Full rates.
<b>III.—MOORAOOS.</b>							
6	Buccus, son of Bawanideen -	1	10	12 0 0	2	24	All full rates. The years en- tered opposite Nos. 6, 7, and 10 are given by the Agent.
7	Purshun, son of Bodee -	2	10	19 0 0	2	24	
<b>IV.—KHEWUTS.</b>							
8	Neemur, son of Bene -	2	7	13 9 0	1	9	
9	Laloo, son of Ungnoo -	3	12	19 6 0	1	9	
<b>V.—CHUMARS.</b>							
10	Bodee, son of Sookul -	3	4	12 1 0	2	24	
11	Shunkur, son of Jagoo -	5	18	27 5 6	1	9	

(Sd.)

P. CARNEGIE,  
Settlt. Officer.

30th January 1865.

*Mouzah Kullianpore (a chief village formerly of the Sukurwar clan), Pergunnah Aldemow.*

N.B.—The Financial Commissioner having expressed a wish that the tenant occupancy enquiry of Circular No. II. should be carried out where some of the old Sukurwar ousted zemindars still hold as cultivators, the Sudder Moonserim, in accordance with my orders, has this day produced all the tenants of the 15 biswas of the village that are in the talooka of Baboo Isruj Sing, which has always been held kham by the talookdar. The other five biswas of the village are still held in proprietary title by the original Sukurwar zemindar, and as it is all his seer lands, there are no cultivators in that portion.

I now proceed to record the statements of parties.

No. 1, ZUBBUR SING, son of DUNAIE SING, Sukurwar, present, says:—

The Kullianpore Mehal belonged to my brotherhood, and it contained the puttees as per margin, and each party had separate kuboolyut of his fourth till the end of 1223 Fuslee. The mehal of Soobkurn Sing still remains in the family. The other three mehals were forcibly incorporated by the talookdar in 1224 Fuslee, and ever since he has managed them kham, and we have been out of proprietary possession, except in 1264 Fuslee, when we got settlement. The talookdar never assigned any seer or deedaree to us in lieu of our lost rights in the mehal; we supplicated for *Jewun Birt* (allowance for support). This we did not get, but some of our number then took service, and in lieu thereof got jagheers, which were regulated with no reference to the extent



extent of the former shares held by these parties ; some of these jagheers were situated in villages of the mehals of the parties ; others were situated elsewhere. The Jagheerdars derived the sole benefit of their individual holdings, and they did not divide with their ex-co-sharers ; such of the latter as did not take service got nothing. In 1224 Fuslee the talookdar appointed my brother Goordut Sing, a Dewalbund, and gave him a jagheer of 13 beegahs 10 biswas kham = Rupees 24-10, in this village, and 2½ beegahs kham = Rupees 5-6, in Mouzah Sambhulpore, total Rupees 30. This service and jagheer of Goordut lasted till 1263 Fuslee. We then got the summary settlement, and in consequence fled from the village during rebellion, and the talookdar then took possession of the jagheer. After re-occupation the talookdar re-located us in the village and gave us the lands entered in the index opposite my name to cultivate at the prevailing rates of the neighbourhood. Goordut died 10 years ago, when I succeeded to his service and jagheer on his terms. I never came into Court at re-occupation for restoration of my jagheer. Besides the jagheer lands up to mutiny and our present lands since then, we have never cultivated other lands in the village. The service and jagheer were pending the pleasure of the master, and he could have turned us out any day and resumed our tenure at his will without our being able to say a word, because no Court or official would have listened to us had we complained ; and I never heard of one of our class being maintained in possession of land held on the conditions that we held contrary to the wish of the owner.

No. 2, BHABOOT SING, says :—

I confirm what Zubbur has said. Four years or so after we were dispossessed of our zemindaree property, Rugburdial, the uncle of the talookdar, made a Dewalbund of me, and gave me a (rent-free) jagheer in Mouzah Pulliah (not of our mehal) of 30 beegahs kham = Rupees 35. I served on till annexation and enjoyed my jagheer. In 1265 Fuslee Rugburdial's nephew, Isruj Sing, talookdar, took me into service and gave me the lands entered opposite my name in the index as jagheer. I had lost the former lands consequent on getting settlement in 1264 Fuslee ; my service and jagheer still exist. I never cultivated other lands.

No. 3, RAMJEAWUN, present, says :—

I also confirm Zubbur. In 1224 Fuslee the talookdar took my father into service and gave him a jagheer of 10 beegahs 12 biswas in this village = Rupees 27-10, and 9 beegahs 8 biswas in Sambhulpore = Rupees 14-10, total Rupees 42-4 jumma. This status was maintained till annexation. My father had a weak arm, so was not of much use as a soldier, and his constant attendance was excused ; but when his services were required to attend agents in collecting and so forth, they were always available. I succeeded my father in 1264 Fuslee, and held rent-free till 1266 Fuslee, when the talookdar dismissed me from service and assessed my jagheer as per index. I sued him in Court for the restoration of my seer land, but my claim was dismissed. I never cultivated other lands than those indicated. I am not aware of the lands that I claimed under the name of seer being entered in the old accounts under that name ; the putwarec knows ; but I abided by his decision in the revenue case, and he gave it against me, saying the entries were as *jagheer* and not *seer*. My co-sharer, Kali Sing, is a child, so I will speak for him also. The talookdar in 1224 Fuslee took his father into service as a Dewalbund and gave him a jagheer of 15 beegahs kham in this village = Rupees 30. That status went on till annexation. In 1265 Fuslee the father died and the talookdar resumed possession of the land ; he never cultivated other lands ; his son has since had nothing.

No. 5, DHEPHEL, present, says :—

Twenty-five years ago I came from elsewhere and took up my residence in this village, and ever since I have held this particular land at this precise rate. The land is not worth more, and no one would at this moment give more for it. I have always held at the will of the owner ; he could have asked more rent if he had liked, and I would have paid if it suited me, or have vacated. Had I been ousted there was no redress, and I should not have sought for it, but have taken land elsewhere.

No. 6, BUCCUS, present, says :—

I can remember 10 years, and all that time our rents and land have not changed. I confirm what No. 5 has said. My father came from elsewhere before my time, and, as far as I know, he held what I now hold.

No. 7 PURSHUN, present, says :—

The same as last man, but remembers 12 years.

No. 8, NEEMUR, No. 9, LALOO, and No. 11, SHUNKUR, present, say :—

Have only held since 1264 Fuslee.

No. 10, BODEE, present says :—

The same as No. 5.

SEWRUTTUN SING, Agent of talookdar, replies :—

None of the Sukurwars got jagheers on the incorporation of the village. Subsequently, on their taking service, they got jagheers in lieu thereof, but quite irrespective of their position as ex-zemindar; and their jagheers were of varying value, and were not regulated in proportion to the extent of their ancestral zemindaree shares. Nos. 1 and 4 got their jagheers eight years after they lost the zemindaree, No. 2 after 22 years, and No. 3 after three years. I have no papers to prove these dates, but all jagheers were granted under putta; let these men show their puttass. Moreover, as to No. 2, we did not get the village of Pulliah from the canoongoe's family till 1246 Fuslee; so how could we have granted him a jagheer in it 18 years before we got the village? The other statements of the parties as to resumption are correct. I confirm what has been said by Nos. 1 to 11.

SEETLA BUX, talookdar (not personally interested), questioned, being present, says :—

In my estate jagheers were always given under putta, but it was not the invariable rule in all estates.

BABOO OODREZ SING, talookdar, present, confirms the above.

BRIJLALL, putwaree, son of RAMNEWAZ, present, says :—

I have worked since 1258 Fuslee, and the possession of the cultivators ever since my day has been as described by them. The holdings of Nos. 1 to 4 were always known as service jagheers, unconnected with ex-proprietary, and contingent on the will of the master; neither had Nos. 5 to 11 any right except to hold during the talookdar's pleasure. It was the rule of this estate to give jagheers under putta, and the sukurwars in this village ought to be able to produce them. The jumabundeas this side of 1258 Fuslee are extant, and these holdings are always shown as jagheers therein, but I can't show from when the jagheers date.

BHABOOT, No. 2, questioned,

Admits the story he told under mistake, by which 18 years was wrongly added to the age of his jagheer.

*Order.*—The onus of producing the puttass is with the cultivators, but they say they have none. The old jumabundeas and the revenue case to be looked at.

18th March 1865.

Read the District File.

Ramjcwun (No. 3 of the list) complained against the talookdar that the latter had taken possession of 6 beegahs 1 biswa of his 25 beegahs deedaree, situated in this and another village. Defendant replied that plaintiff was a mere cultivator of 20 beegahs kham. I denied ouster; putwaree deposed that plaintiff had 20 beegahs 6 biswas kham jagheer. Defendant took possession of 2 beegahs in 1266 Fuslee. Plaintiff righted himself by ploughing  $1\frac{1}{2}$  beegahs elsewhere, and with that plaintiff was still in possession of 19 beegahs 16 biswas.

Tehsildar, accepting the exchange, recommend plaintiff's holding to be made up to the original 20 beegahs 6 biswas; and as plaintiff had sued for two things, 1st, possession, 2d, exaction, tehsildar thought plaintiff should bring separate suit, if he objected to pay rent. The Deputy Commissioner confirmed this order 24th December 1859.

[N.B.—As no light is thrown on matters of *right* by this enquiry, the land then under dispute being alluded to under the three different denominations of *deedaree*, *service land*, and common *cultivation*, the information obtained from this record is useless for the purposes of the occupancy enquiry.]

The sudder canoongoe, having examined the old village accounts, reports that whatever lands are entered as in the possession of Nos. 1, 3, and 4 of the list in the accounts between the years 1256 Fuslee and 1262 Fuslee, inclusive, are shown as *jagheer*.

*Judgment.*—(Note.—The N.B. at the beginning of this case will be considered as paragraph 1 of this judgment.)

Paragraph 2.—The 15 biswas involved in this enquiry was held as follows till 1223 Fuslee:—

The ancestor of No. 1	-	-	5 biswas.
Ditto Sewpal	-	-	5 do.
Ditto Seumber	-	-	5 do.

and in 1224 Fuslee these three mehals passed into the talooka, where they have since remained, except in 1264 Fuslee, when the zemindars got settlement.

The cultivators Nos. 1 to 4 are the representatives of the ex-zemindar, and they state that their property was incorporated by force: they applied, they say, to talookdar for *Jeewun Birt*, but it was never assigned. They then accepted service as *Dewallund*, and, without any reference to the extent of their ancestral shares, service grants, in lieu of money wages, were assigned to them in (1) this village, (2) in other village of their old property, and also (3) in village with which they had no previous concern, and on these jagheers they subsisted. Those of the brotherhood who did not take service got nothing, and they were not admitted by those who took it to share in the jagheer lands. No. 3 states, in excess of the others, that his service was only of a special and occasional nature.

To all this the talookdar replies, through his agent, that the jagheers were not given at the time of incorporation; they were subsequently conferred from time to time, when the exigencies of the ex-zemindar induced them to accept his service. It is denied that these grants had any concern whatever with the former position of the grantees.

Although the talookdar can produce no proof to show in what years he granted the jagheers, still the statements of the opposite party to the effect that they were given almost immediately on incorporation cannot be accepted as reliable, because, take for instance No. 2, he has stated that he got his jagheer in Mouza Palliah from the talookdar four years after incorporation, say in 1228 Fuslee; but this is palpably untrue, because it is within the knowledge of the Court that the talookdar did not get the village indicated from the pergunnah canoongoe till 1246 Fuslee, and so he could not have given a grant in it 18 years previously. Under these circumstances, I see no reason for questioning the statement of the talookdar; viz., that the jagheers were granted in lieu of wages only when service was accepted. Referring to the village accounts of the King's time, which have been examined, these jagheers are all shown as mere service grants, and there is no entry, such as seer, deedaree, &c., to connect them with any ex-proprietary signification. So much for the general position of the ex-proprietary cultivators; we will now turn to their individual merits.

No. 1.—This man had no jagheer or cultivation in this village before 10 years back. His brother had 16 beegahs kham as jagheer in this and another village, and when he died No. 1 got both his place and his land, which he kept till annexation; but having

got the 1264 Fuslee settlement, he had to run away in the mutiny, and, after re-occupation, the talookdar allowed him to settle, and gave him *other* lands, *vide* index, at full market rates, which he has since held, and he has never sued for his old lands.

No. 2.—Had no jagheer in this village prior to annexation. He was in the service of the talookdar's uncle, who gave him service lands in another village till 1263 Fuslee. In 1265 Fuslee he joined the talookdar's service, who then gave him the lands entered in the list in lieu of wages, and he retains his service and land to date.

No. 3.—This man had service and a jagheer, in lieu of wages, in this village and in another, till annexation. In 1266 Fuslee the talookdar dismissed him; resumed some and assessed the rest of his jagheer at conterminous rates. On this No. 3 applied to the Summary Courts on totally different grounds to those now held by himself and co-sharers. His statement then was that he held  $25\frac{1}{2}$  beegahs kham in the two villages by deedaree *right*, in lieu of his lost zemindaree privileges, and that the talookdar had ousted him from  $6\frac{1}{2}$  beegahs of that land. The defence was denial of ouster, and that the applicant was a mere cultivator's plaintiff. No. 3 agreed to refer the question to the putwaree, and the latter deposed that 20 beegahs 6 biswas kham was his (No. 3's) jagheer, of which two beegahs were resumed by talookdar in 1266 Fuslee, and in lieu thereof No. 3 took up  $1\frac{1}{2}$  beegahs of other land, and his cultivation (at the time in question) amounted to 19 beegahs 16 biswas. The tehsildar, accepting the exchange of land that had been made, decided that No. 3's jagheer land should be made up to the former standard by the addition of 10 biswas more land, and that, if No. 3 had a claim to hold rent-free, he must advance it separately.

The Deputy Commissioner confirmed this order on 24th December 1859.

It is obvious that the procedure in that case was wrong: possession alone was examined, and the question of right was staved off, while the real issue was the matter of right. The present enquiry has satisfactorily established that the land was held as a jagheer in lieu of wages and had no concern with *deedaree* or ex-proprietorship; and, in fact, this is admitted by No. 3 himself, the former plaintiff; he does endeavour to qualify his admission by saying that his service was occasional only, but this assertion is not confirmed by the statement of any of the others of his party.

No. 4.—The father of this man had this jagheer till annexation, and he died in 1265 Fuslee, when the talookdar resumed it, and they have since been out of possession.

I hold it to be established that, when members of the ex-proprietary body found it to their advantage to enter the talookdar's service after they had lost their property, they did so, and in lieu of wages, lands were assigned to them, sometimes in their former village and at other times elsewhere: and further, that it is proved that these grants were in lieu of wages solely, and had no connection with their lost rights. Had they been connected with former ownership, the grants would have been made and distributed according to ancestral share, and all the co-sharers would have participated in the advantages; but this was not the rule; the grants were made to and enjoyed by the individual servants alone, and the proportions had no reference to the extent of former ownership. Possession of a service grant confers no right cognizable by the Settlement Courts, and prior to 1265 Fuslee it was as jagheerdars only that these ex-proprietors cultivated lands.

I now come to No. 5, who is a high caste, or *ashraff*, man; but he, in common with all the other (ursul) cultivators, pays full market rates, and all of these admit that they cultivated by the sole will and pleasure of the talookdar, and they account for the absence of enhancements by asserting that their lands could pay no high rates.

None of these cultivators, proprietary or non-proprietary, have on this occasion advanced any claim to hold rights in opposition to the will of the proprietor, and therefore no specific orders are necessary in regard to any of them except No. 3. This man claimed a right in the District Court, and an order is still in force empowering him to bring forward his claim to hold rent-free separately; and as the right to do this has now been set at rest by the present enquiry, it is proper that the case as regards him should be disposed of for ever, and I therefore

*Decree* the claim of Ramjeawun, son of Pirti, to hold land as ex-zemindars at favourable rates, or free of rent, to be dismissed.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST of HEREDITARY CULTIVATORS or Cultivators, who have held their present Fields since before A.D. 1844.

*Mouzah Jalalpore Bakhara, Pergunnah Aldemow, Talooka Dera.*

No.	Caste, Name, Parentage.	No. of Khusrah Beegahs.	Total Rent.	Generations of Residence.	Years these fields have been held.	REMARKS.
I.—CHUTREES.		B. B.	RS. A. P.			
1	Rambux, son of Seopershad	4 5½	18 15 3	1	36 years	These are of the old zemindaree stock, and get consideration for caste at an anna in the Rupee.
2	Sookhlall, son of Doonia -	2 6½	10 8 9	1	do.	
3	Bacho, son of Dhana -	5 9½	19 0 3	1	do.	
4	Santee, son of Dursun -	1 5	5 13 0	1	do.	
5	Ramnarrain, son of Bheekie -	6 9	17 9 0	1	do.	
6	Shoochit, son of Seo Sing -	3 8½	15 3 0	1	do.	
7	Thakoordeen, son of Jeeta -	1 5	6 10 3	2	do.	
8	Hunnoo Sing, son of Boodhram.	5 10	22 13 0	2	do.	
9	Autar, son of Bahora -	4 8	14 10 6	3	25 years	Not ex-zemindar, and gets the same rent consideration.
II.—BRAHMINS.						
10	Chundun, son of Dabeedeen -	5 7½	22 10 6	4	20 do.	All get one anna in the Rupee as consideration for caste.
11	Seetal, son of Hunman -	4 11	18 15 3	4	20 do.	
12	Deendyal, son of Ramdutt -	4 2	13 6 6	4	22 do.	
13	Seeredutta, son of Ramkison	6 11½	23 14 9	4	15 do.	
14	Soodishta, son of Parowtee -	4 13	19 14 3	3	25 do.	
15	Besasur, son of Matadeen -	3 14½	15 10 6	3	20 do.	
16	Ganesh, son of Jeobodh -	4 6	14 8 6	3	do.	
17	Madayee, son of Bishon -	2 10	10 3 9	3	do.	
18	Seodeen, son of Ramtahaloo	1 7	6 1 0	3	do.	
19	Seoraj, son of Thakoor -	1 8	6 7 0	3	25 years	
20	Hurpal, son of Jeoram -	2 19½	11 9 3	1	15 do.	
21	Kasheeram, son of Hurkhoo	1 0	4 15 9	3	do.	
22	Binda, son of Doorga -	2 5	5 11 3	2	25 years	
III.—AHEER.						
23	Suntoo, son of Rochayee -	3 11	17 7 6	3	do.	
IV.—KOIREES.						
24	Ramdeen, son of Indayee -	3 14	16 12 9	3	15 do.	
25	Parowtee, son of Bahore -	3 10	11 3 0	1	10 do.	
V.—BHOONJ.						
26	Maun, son of Mendayee -	8 10	29 10 0	3	22 do.	All at full market rates.
VI.—KALWAR.						
27	Sahayee, son of Dabeedeen -	4 7	17 7 0	2	15 do.	
VII.—KHEWUT.						
28	Lokhayee, son of Parowtee -	1 14	7 13 3	2	25 do.	
VIII.—CHUMAR.						
29	Bishon, son of Nohur -	1 18	8 7 9	2	30 do.	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

6th March 1865.

*Mouzah Jalalpore Bakhara, Pergunnah Aldemow.*

In conformity with orders, the Sudder Moonserim has produced all the cultivators in this village specially selected for occupancy enquiry by me as containing a variety of different features, also Bachun Khan, Agent, and Ramhit, Putwaree.

No. 1, Cultivator, present, says :—

The village belonged to us, and it was included in the talooka in 1207 Fuslee; we continued to pay pookhta till 1236 Fuslee: between 1237 Fuslee sometimes the talookdar held kham, sometimes we leased till 1262 Fuslee.

*Order.*—I send the Nazir to search the putwaree's house and bring all old papers.

8th March 1865.

All the old papers having been found, the sub-proprietary position of the cultivators, Nos. 1 to 8, has been *separately* investigated, and sale to talookdar being proved by deed and not denied, they were declared to be *not* sub-proprietors. I now proceed with this enquiry.

No. 1 continues :—

I now correct my former statement. Talookdar has always managed kham since 1207 Fuslee, except in the eight following years, when he leased to us 1248-49 Fuslee, 1251-54 Fuslee, 1260-61 Fuslee; we remember 36 years back and more, and we have during all that time held land as cultivators, paying as such, but being allowed favour at the rate of an anna in the Rupee, as compared with conterminous fields; and this allowance was given to us, not in consequence of our former ownership, but because we were *ashraff* Rajpoots; our rent rates were never raised till the year 1254 Fuslee. In that year all who held at favourable rates (i.e., *ashraffs*) had their rents raised one anna in the Rupee, and all the *ursul* or full rate payers had theirs raised two annas in the Rupee: as long as we paid our rents, the talookdar would not oust us or confiscate the consideration we high-caste men in the village all alike enjoy; but this was mere favour on the part of the talookdar, and he could certainly insist on market rates from us if he were disagreeably inclined. Up to 1253 Fuslee I held 8 beegahs pucka of land; in 1254 Fuslee I relinquished 3 beegahs 14½ biswas on account of heavy assessment, and since then I have only held the land as per index and at the rent there entered: there was only that single enhancement since I recollect.

No. 2, present, says :—

I confirm No. 1 in all particulars. No. 6 and I cultivated in common till 1255 Fuslee; our united holding was 7 beegahs till 1253 Fuslee. In 1254 Fuslee the defendant cut down our land against our will, 1¼ beegahs; in 1256 Fuslee we separated without reference to ancestral shares, and ever since No. 6 and I have held the lands at the rents given in the index.

No. 3.

I confirm No. 1 in detail: I held 13 beegahs 14 biswas till 1253 Fuslee; in 1254 Fuslee I relinquished two beegahs because I could not pay the enhanced rent, and I cultivated 11 beegahs 14 biswas till 1261 Fuslee, when defendant gave me some of my land on service tenure; and since that time, besides the service land, I have cultivated and paid for the rest of my land as before, and as shown in the index.

No. 2 speaks for No. 4 (who has left) :—

The same as No. 1; cultivated 10 beegahs till 1264 Fuslee; in 1265 Fuslee defendant took away 8¾ beegahs of this land and left only 1¼ beegahs, as per index. No. 4 did not complain on restoration of order.

No. 5, present, says :—

I accept No. 1's details. Up to the end of 1253 Fuslee I held 12 beegahs 11 biswas of land. In 1254-55 Fuslee I relinquished 6 beegahs 2 biswas of my own notion from over-assessment, but in 1261 Fuslee the same land was restored to me in lieu of wages of service as Dewalbund.

No. 7 says :—

I confirm the statements of No. 1; my holding was 2¼ beegahs till the end of 1264 Fuslee; in 1265 Fuslee I gave up a beegah of my own pleasure.

No. 8 says :—

Up to the end of 1269 Fuslee, Murkhun Sing, of the ex-zemindaree family, cultivated the land which I now hold ; he died in 1270 Fuslee, leaving a widow, and I, his relative, have carried on his affairs and supported his widow since.

No. 9, present, says :—

I have nothing to say to ex-proprietorship, and my basis is as cultivators. But like the other *ashraffs*, I am allowed, per favour of the owner alone, a reduction of an anna in the rupee on ordinary rents on account of respectability. When the enhancement of 1254 Fuslee was made, my rent was raised an anna in the Rupee in common with the other *ashraffs*, the rents of the low-caste men being raised two annas in the Rupee at the same time. I ploughed at the will and pleasure of the talookdar alone ; he could have withdrawn the consideration I am allowed in rent, or have enhanced rent, or have ousted me, and I should have been without redress in the King's time. About 25 years ago we held more land in this village and relinquished it voluntarily.

No. 10, present, says :—

My position is the same as that of No. 9. Up to 20 years ago our holding varied ; was sometimes more, at others less ; but since that time we have uninterruptedly held the land noted in the index.

No. 11, present, says :—

I confirm No. 9 ; within my recollection my holding has never changed in extent.

No. 12, present, says :—

I also confirm No. 9 ; prior to 15 years ago my lands changed and varied in extent ; since then I have held as per index.

No. 13, present, says :—

I confirm No. 11 and No. 9.

No. 14, present, says :—

I confirm No. 9 ; I cultivated 10 biswas more land till 1253 Fuslee, and then relinquished it voluntarily.

No. 15, present, says for self and to No. 19 :—

We confirm Nos. 9 and 11.

No. 20, present, says :—

I confirm No. 9 in regard to the time that I have held, viz., 15 years. I came from elsewhere, and from the first got the respectability drawback of an anna per Rupee.

No. 21, present, says :—

I confirm No. 9 ; up to 15 years ago we cultivated 3 beegahs more land, which we then voluntarily relinquished.

No. 22, present, says :—

I confirm Nos. 11 and 9.

No. 23, speaks for self and all the other low-caste cultivators :—

We pay full conterminous rents ; our rents were raised two annas in the Rupee in 1254 Fuslee, and the increase is maintained to date ; we are the creatures of the talookdar, who could have turned us out at his pleasure, and the King's government or officials would have given us no redress. In our recollection our fields have never varied in extent or position.



BACHUN KHAN, Agent of Talookdar, states :—

I have been 16 years in office, and the statements of the cultivators are confirmed in all respects by my experience; they all alike held at the will of the owner alone, and he could have enhanced their rents, ousted them, and treated the consideration and non-consideration men as he liked. In respect to their rates, the ex-zemindars are in no respect better off than the other respectable castes who, per favour of my master, get a drawback because they do not themselves work with their own hands.

Ramhit Putwaree in office since 1264 Fuslee only.

9th March 1865.

*Judgment.*—This is an unusually interesting case in connection with the occupancy enquiry, because all the points are here found which are usually believed to belong to tenant right, and they are one by one disposed of and explained. We have the ex-proprietor enjoying no more privilege than the other Rajpoot or Brahmin; we have all the high castes admitting that their beneficiary rate is simply of favour, resumable at the will of the landlord; we have the recent high-caste cultivator receiving the same consideration from the hour of his occupancy as the ex-proprietors and Brahmins have received who have resided in the village for several lives; we have the beneficiary cultivators (both ex-proprietors and Brahmins) relinquishing portions of their low-rated lands voluntarily; and we also see the power of the proprietor exercised in cutting these lands down against the will of the high-caste cultivators; we see cultivating fraternities dividing their holdings according to their relative means, and not (as in cases involving *rights*) by ancestral share; and lastly, we see the power to enhance rents exercised in 1254 Fuslee, when, without any reference to ex-proprietorship, all rents were raised rateably on the principle of the *high* castes having to pay an anna in the Rupee of rent extra and the *low* castes two annas all round.

Cultivators Nos. 1 to 8 are the ex-zemindars; they have been proved to have sold their rights to the talookdar in a separate enquiry, and they got no seer, deedaree, or other land for their subsistence: they now admit that the only consideration shown them in the village is the drawback of an anna in the Rupee of rent, which they enjoy solely by the consideration of the proprietor, in common with all other high-caste cultivators, and which consideration could be withdrawn any day, and that their position in the village is quite contingent on the will and pleasure of the proprietor. They advance no claim as opposed to his wishes. Their rents were raised an anna per Rupee in 1254 Fuslee. Nos. 1, 3, 5, and 7 have voluntarily relinquished portions of their consideration lands. Nos. 2, 4, and 6 involuntarily had their consideration lands cut down. No. 8 is an outsider, but connection of the family, who has for two years been carrying on the holding in the interests of the widow of the ex-proprietary cultivator, the latter having died in 1270 Fuslee.

No. 9 is another Rajpoot disconnected with ex-proprietorship, but enjoying the same privileges as the ex-proprietary cultivators; and the same remark applies to Nos. 10 to 22, the Brahmins; and this fact fully proves, if proof were needed, that no vestige of the ex-proprietary rights of the ex-zemindars remain to them; of the Brahmins, the holdings of Nos. 10 and 12 changed and varied till 20 and 15 years ago respectively, since when they have remained as now; Nos. 14 and 21 have voluntarily given up low-rated land; No. 20 came from elsewhere within the period of our limitation laws (15 years ago), and from the first was allowed the respectability drawback, just the same as those respectables who had enjoyed it for several lives. One and all of these men freely admit the perfect authority of the landlord to do with them as he chose, and they do not even whisper about a claim. They were all subject to like enhancement in 1254 Fuslee, and the remainder of the cultivators, who are all of the lower castes, make precisely the same statements, except that at the sale rent raising, twice as much was taken from them as from the high men. No rights have been claimed, while it has been admitted on all sides that no right contrary to the will of the zemindar existed under the Native rule; that no such custom was known. This inquiry is, therefore, at an end.

(Sd.) P. CARNEGIE,  
Settlement Officer.

LIST of HEREDITARY CULTIVATORS, or Cultivators who have held their present Fields since before A.D. 1844.

*Mouzah Balaiepore, Pergunnah Aldemow, Talooka Dhourooa.*

No.	Caste, Name, Parentage.	No of Khu-rah Beegahs.	Total Rent.	Generations of Residence.	Years these fields have been held.	REMARKS.
I.—BRAHMINS.						
1	Jorbundum, son of Parowtee	12 16	49 2 0	Ex-zemin- dars, two generations, as cultiva- tors.	Over 35 years	Lost their ze- mindaree 60 years ago; cultivate at full rates.
2	Seetal, son of Keerpu -	13 17	42 12 0		do.	
3	Dokhee, son of Sabayee -	5 10	21 0 3		do.	
4	Autar, son of Doodhee -	5 2	15 14 0		do.	
5	Bhawancee Persaud, son of Manomaz.	10 16	36 8 0		Over 30 years	
6	Rugbbeer, son of Sachoc -	4 0	13 0 0		do.	
7	Ramuit, son of Randyal -	15 12	49 14 0		do.	
8	Rugbo, son of Bhawaneedeen	1 16	7 8 0		do.	
9	Seopersaud, son of Buktawai	6 6	29 3 0	4	do.	
10	Rambux, son of Sahayer -	5 12	24 9 0	4	do.	
11	Doorga, son of Pugas -	4 17	19 13 6	4	do.	
12	Ramjeawan, son of Mootee -	6 5	26 10 0	1	do.	Other Brah- mins all at full rates.
13	Luchmee, son of Doorgu -	2 10	7 11 0	1	Over 25 years	
II.—KYETH.						
14	Doorga Lall, son of Seo Bux Lall.	9 0	31 0 0	2	Over 30 years	
III.—LOHARS.						
15	Buktoo, son of Bookul -	5 15	21 14 0	4	Over 40 years	
16	Bheolayee, son of Deenoo -	2 10	12 8 0	2	Over 20 years	
IV.—KHEWUT.						
17	Boordool, son of Beekha -	3 6	14 6 0	2	Over 30 years	
V.—AHEERS.						
18	Pursun, son of Pundohee -	10 13	34 2 0	1	do.	All low castes, at full rates.
19	Doorga, son of Ichha -	5 1	15 7 0	1	do.	
VI.—BARAHEES.						
20	Ramgolani, son of Pursum -	5 11	18 1 0	2	do.	
21	Bhagun, son of Deena -	3 1	8 0 0	1	Over 25 years	
VII.—CHUMAR.						
22	Bison, son of Khandee -	1 3	3 2 0	2	Over 30 years	

The 10th March 1865.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

10th March 1865.

*Mouzah Balaiepore, Pergunnah Aldemow, Talooka Dhourooa.*

N.B.—It being within the knowledge of the Court that a number of Brahmin ex-zemindars lived in this village, the Sudder Moonserim was ordered to produce all the cultivators, with Ram Pershad, agent of the Talookdar, and Doorga Lall, Putwaree, and I proceed to make an enquiry into occupancy rights under Financial Commissioner's Circular No. II. There are neither non-residents nor new cultivators in the village.

No. 1 Cultivator speaks for self and others down to No. 4; says:—

The zemindaree belonged to all of us down to No. 8. Sixty years ago the village passed from our kuboolyut into the talooka, and our family then and there got 50 beegahs of land in deedaree tenure in lieu of our lost rights; and that land we still hold at favourable rates in virtue of the original arrangement. Whenever we separated, we

each got our portion of that 50 beegahs according to ancestral share, and all eight of us have our proper proportion to date. Any land that we have cultivated since incorporation in addition to our deedaree, we have paid rent for at full market rates, like other cultivators; we can remember back 35 years, but before that the ancestors of us four cultivated 34 beegahs 13 biswas at full rents, and this ran on till 20 years ago, when we four separated, and without reference to hereditary share, we took up as much of the rent-paying lands of our fathers as we were respectively equal to. I got 9 beegahs 16 biswas, and Nos. 2, 3, and 4 got the lands entered in their names in the index, which they have since held. I afterwards, in 1256 Fuslee, took up three beegahs more land, and since then I too have held as per index. Between the date of incorporation in the talooka and the period back to which I can remember, I believe there had been a single enhancement of rent at the rate of eight annas in the Rupee. This information was handed down to us by our forefathers, and the increase continued, however, being collected separately from the original rent. In 1249 Fuslee a further enhancement of  $1\frac{1}{2}$  annas per Rupee on the *original rent* was added, and this was thereafter collected along with the former enhancement under the name *zeaffa*, which now amounted to  $9\frac{1}{2}$  annas per Rupee. In 1267 Fuslee the enhancements and rent were united, half an anna per Rupee on the total amount was added as putwaree's fees, and the whole sum was then included in our puttass under the single denomination of *rent*, and since then we have paid the rents entered in the index. We do not consider that there is any connection between the lands we hold in the capacity of cultivators and our ex-proprietary position. We have cultivated these lands at the will and pleasure of the talookdar alone, and he could and did enhance his rents when he liked, and our only option was to pay or quit. He had full power to oust us at pleasure, and there was no redress.

No. 5 says:—

I confirm all that No. 1 has said. More than 30 years ago the ancestors of No. 6 and self cultivated 14 beegahs 16 biswas full rent lands. Our ancestors then separated; *mine* got 7 beegahs 16 biswas, *his* 7 beegahs of the land. Ten years or more ago No. 6 gave up 3 beegahs of land, and, with talookdar's leave, I engaged for that land, since which time I have cultivated the land entered in the list.

No. 6, MUSSUMAT AGRA, represents her son; says:—

I confirm No. 5, except in this, that over six years ago I made over the three beegahs to him to cultivate because my son was under age, on the understanding that I might take it back at pleasure; in other respects I confirm No. 1.

No. 7 speaks for self and No. 8 (A.B.); says:—

The ancestors of No. 8 and self separated 15 years ago, and then, without reference to ancestral share, they took up, according to their means, the lands now entered in our names in the index. In all other respects I confirm No. 1.

No. 9 says:—

I am *not* ex-zemindar; I pay rent at conterminous rates. I held at the sole will of the owner. I am shown no consideration, and we have always paid the enhancements without dispute; had I declined I must have left the village, for the talookdar could always turn us out; as far as I know, our area has never altered. I accept what No. 1 has said about the enhancements.

No. 10 says:—

The same as No. 9; but of the land in his name  $1\frac{1}{2}$  beegahs date from 1264 Fuslee only.

No. 13 says :—

Twenty-five years ago my maternal uncle came from elsewhere and settled and cultivated this land till 1262 Fuslee; I always lived with him, and as his family were young, I have since carried on his cultivation. We confirm what the others have said.

No. 15 says :—

Over 20 years ago we had 5 beegahs more land than we now have, but relinquished it voluntarily; in other respects I confirm the others.

No. 16, for self and all the others to No. 22, says :—

We have always ploughed our present fields, *vide* index, and in all other respects confirm No 9.

RAM PERSHAD SING, Agent of Talookdar, present, says :—

I have been agent 15 years, and confirm so much as has been said that relates to that period.

DOORGA LALL, Putwaree, son of SEOBUX, says :—

I have been in office 30 years, and confirm everything relating to that period. I confirm what No. 5 said about the 3 beegahs, and not what No. 6 said. I am myself No. 14 of the list and cultivated the land there entered, and the rent is remitted on account of a portion of my wages as putwaree. I confirm all that No. 1 has said about the talookdar's power to oust me and all the others if he chose.

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*Order.*—I postpone this enquiry until the claims of Nos. 1 to 8 for their deedarree lands as ex-zemindars and sub-proprietors have been taken up and disposed of.

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17th March 1865.

*Judgment.*—The Sudder Moonserim was ordered to produce all the cultivators in this village in furtherance of the tenant right enquiry ordered by the Financial Commissioner's Circular II. As it transpired that the cultivators, Nos. 1 to 8, were ex-proprietors holding lands at low rates as such, this enquiry was postponed till their sub-proprietary position should be disposed of; and that has now been separately done, these parties having been decreed the right, on the 15th instant, by consent of the talookdar, to hold 53 beegahs (jureebec) of land as deedarree at a fixed rent of Rupees 25. We can therefore now dispose of the present enquiry, premising, however, that in the sub-proprietary case, Cultivator No. 1 altered his statement, and admitted that the village did not pass direct from his family into the talooka, but was intermediately in two other properties.

All the land entered in the index opposite the names of Nos. 1 to 8 is held *in addition* to the sub-proprietary land separately decreed to them, and these parties freely admit that for that additional land they have always paid full rates, like ordinary cultivators. When Nos. 1 to 4 separated, 20 years ago, they did not divide the *cultivating* holdings their ancestors had made over to them by hereditary share, but according to their individual cultivating resources, while their *deedarree* land was subdivided according to ancestral share; and this fact shows very plainly what land was held of *right* and what by *favour* or *agreement*. They also freely admit that there is no connection between their ex-proprietary position and their present possession of these full-rented lands; that they hold them solely at the will of the talookdar, and that he could enhance their rents and oust them if they declined his terms. Since these men lost their village, there have been three enhancements of rents on the cultivators, and on all of these occasions they had to pay the increase just the same as all other *residents*. No. 6 of these ex-proprietary cultivators, it will be seen, voluntarily relinquished some land more than 10 years ago, which No. 5 took up; so much for the ex-proprietary cultivators, and I think enough has been said to show that they hold the lands entered in the index (1) solely as

tenants at full rates, and (2) at the will and pleasure of the proprietor. Cultivators Nos. 9 to 14 inclusive also belong to the class of tenants called *ashraff*, or respectable, and who are often shown consideration on that account in their rents to enable them to keep a servant, but in this instance it will be seen that they meet with no favour whatever, although most of them are Brahmins; they all alike pay full rents. These men as well as all the remaining cultivators, admitting the enhancements already referred to, confirm all that the ex-proprietary cultivators have said as to their position being entirely contingent on the will and pleasure of the owner, who might, according to the custom of the country in the King's time, have done with them as he liked. Of these persons, No. 15 voluntarily relinquished some land 20 years ago, No. 14 is the putwaree, and his case is in no wise different from the rest, while No. 13 is a relative only of an old cultivator who is managing in the interests of the widow of the latter.

There is here no issue before the court. We are referred to former custom for the disposal of these cases; and by unanimous admission custom is shown not to have recognized occupancy tenures; these 22 persons are, therefore by their own showing, the tenants-at-will of the lands included in the index.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

*Mouzah Khoojgeepore, Pergunnah Aldemow.*

No.	Caste, Name, Parentage.	No. of Khusrah Beegahs.	Total Rent.	Generations of Residence.	Years these fields have been held.	REMARKS.
I.—BRAHMINS.						
1	Mudhaie, son of Sookha	B. 8 B. 8	RS. A. P. 33 13 0	2	25 years	Full rates.
2	Purgash, son of Pursaud	9 19	34 10 0	—	20 do.	
3	Kalka, son of Gunga	13 8	46 1 0	3	20 do.	
II.—KOORMEE.						
4	Audaw, son of Gungoo	19 2	81 5 0	3	30 do.	
III.—KHEWUTS.						
5	Sunt, son of Madhooe	20 17	101 14 3	3	30 do.	
6	Purtah, son of Jhuggah	2 16	12 6 0	3	15 do.	
7	Mooloo, son of Bucktoo	4 7	19 3 6	3	20 do.	

N.B.—The year column is filled in from memory by the Cultivators.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

21st February 1865.

*Mouzah Khoojgeepore Talooka (kham).*

In accordance with orders, the Sudder Moonserim has produced all cultivators in this village, in view to occupancy enquiry under Financial Commissioner's Circular No. II., also Sewruttun Sing, Agent of the Talookdar, and Hunwunt Lall, relative of the putwaree.

MUDHAIE, Brahmin, Cultivator, No. 1, examined, speaks for all in their presence :—

As far as we can remember, we have cultivated just the lands entered in the index, never having held either more nor less; we all pay alike at full conterminous rates without favour to caste. About 20 years ago an enhancement took place of two annas in the Rupee of rent all round, and that has since been continued. The rent and increase were collected as separate items till 1266 Fuslee; in 1267 Fuslee they were lumped in our puttass. We held at the will and pleasure of the talookdar alone, and had he ousted us we were helpless; our only alternative in case of enhancement was to relinquish our holdings and try our luck elsewhere.

The

The Agent, questioned, states :—

I only am in office since 1266 Fuslee, and don't know about former days.

HUNWUNT LALL, son of the Putwaree, represents him, says :—

I have worked with Brij Lall since 1256 Fuslee, and I can confirm the statements of the cultivators, &c., within the above period.

Court closes.

25th February 1865.

*Judgment.*—It will be seen that there are Brahmins as well as low-caste cultivators in this village, but it is admitted by the former that on this account they receive no consideration; all alike cultivate at the full market rates of the land. These cultivators have all been resident in the village two or more generations, and have not altered their fields by cultivating more or less land, according to their own statements, for periods ranging from 15 to 30 years. One enhancement of rent only has taken place in the recollection of the oldest when, 20 years ago, two annas in the Rupee of rent was added all round. This item continued to be taken separately as an extra charge till 1267 Fuslee, when it was finally included in the puttass as rent. The cultivators make no claim to hold adverse to the will of the owner; they admit his complete freedom to do with them as he liked; their sole alternative being to try their fortune elsewhere if he was harsh to them; this being a talooka, rights that are admitted not to have existed at annexation cannot be created now, and as there is no issue before the Court, these papers are hereby consigned to the Record Office.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST of HEREDITARY CULTIVATORS, or Cultivators who have held their present fields since before A.D. 1844.

*Mouzah Rodhee, Talooka Birlur; Ram Churn Sing, Sub-proprietor.*

No.	Caste, Name, Parentage.	No. of Khusrah Beegahs.		Total Rent.	Generations of Residence.	Years of Pos- session of present Fields according to oldest Inhabitant.	REMARKS.
I.—BYRAGEE.							
1	Jeet, son of Sunahee Ram	B. 7	B. 19	RS. A. P. 10 1 6	3	40 years	Preferential rates.
II.—AHEERS.							
2	Jeoba, son of Bhagoo	6	5	16 9 0	4	—	Unpreferential.
3	Dariao, son of Dhanee	4	18	17 13 0	8	50 years	
III.—KAHAR.							
4	Jugroop, son of Mungroo	4	10	14 5 6	—	—	
IV.—CHUMAR.							
5	Denah, son of Bachoo	0	8	1 1 0	4	40 years N.B.—This column is according to the memory of the oldest resident.	

(Sd.) P. CARNEGIE,  
Settlt. Office

*The following Questions put to Canoongoes named below and their Answers are appended, viz.—*

Sudder Canoongoe, Sirkar of Huveelee Mungulluree Puchimrat, and the Canoongoes of Aldemow, Soorhoorpore, Manjhowra, Akberpore, Tanda, and Birhur.

*Q. 1st.*—Had any cultivators right of possession at fixed rates in the King's time or not? And if so what was the basis of such right?

*A. 1st.*—Where any writing changed hands, such as putta and kuboolyut, agreement, or the like, then under that the cultivator had such rights as were contained in its conditions; but if there was no such writing, then there were no rights.

*Q. 2d.*—Were there any cultivators who had possession by right at beneficial rates?

*A. 2d.*—Persons who broke up jungle or new land, or persons who built wells or embankments, or long watercourses at a considerable expense to themselves, or established outlying hamlets, by which the lands were improved, enjoyed a remission not exceeding an eighth as compared with the market value of the land, but there was no fixed method of making this allowance: the following courses were common:—

*First.*—At the close of the year, in squaring accounts, to deduct something from the balance then due.

*Second.*—To allow some rent-free land.

*Third.*—Where rent in kind prevailed, something was relinquished in grain by zemindar.

In addition to the consideration thus shown for capital expended, Brahmins, Chutrees, and other high castes, by reason of their position alone and irrespective of beneficial acts performed, were shown consideration in their rents to the extent of one or two annas in the Rupee.

*Q. 3d.*—Had any cultivators a right to be maintained in possession so long as they paid the market rates?

*A. 3d.*—Chupperbund cultivators had that right, but this was *not a hereditary right*, because it was one common to resident cultivators of only short standing, as well as those of prolonged tenure.

*Q. 4th.*—Suppose A. holds a field at Rupees 4, and B. offers Rupees 5 for it, has A. any right to be maintained in the field on agreeing to pay Rupees 5?

*A. 4th.*—Yes; A. would certainly have been upheld in possession: his rights to that extent would have been generally recognized.

*Q. 5th.*—If the occupancy of the same fields has changed by the usage of the pergunnah, is such change injurious to the existence of the rights above referred to?

*A. 5th.*—When a dispute arose and the cultivator lost possession, all his rights vanished, and on no account could such rights be transferred by sale, gift, or otherwise.

*Note by Canoongoes.*—There was no redress in the King's time for a cultivator, if, contrary to the usage, as above explained, he was ousted; still landowners generally found it to their advantage to abide by their agreements, and to acknowledge such customs as those described.

Camp,  
the 5th Nov. 1864.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

12th December 1864.

*Mouzah Radhee, Pergunnah Birhur; Maheep Narain Talookdar; Ramchurn Sub-proprietor.*

In accordance with orders, the Moonserim produces all cultivators in this village, along with Fakeer Sing, agent of the talookdar, and Ramchurn Sing, sub-proprietor, also Sewdehul Lall, putwaree.

Of the cultivators, five are old, as per detailed list. One Bekharee, Khewut, is new, having come from elsewhere and taken up his fields within the last three years; I therefore discharge him from this enquiry.

I now proceed to detail the statements of the old cultivators.

No. 1,



No. 1, JEET, present, says :—

On account of my caste I am shown consideration in my rent; this consideration is as follows :—

Conventional soil.	General rent rate.				Preferential rent rate.		
	RS.	A.	P.		RS.	A.	P.
Goind - - -	4	0	0	per beegah.	2	8	0
Majhar - - -	2	0	0	ditto.	1	8	0
Palo - - -	1	4	0	ditto.	0	12	0

The only enhancement to which my family has been subjected within my knowledge was in the solitary year 1246 Fuslee, when, in consequence of the talooka jumma being assessed high, the sub-proprietor had to pay extra; and he therefore took 8 annas a beegah additional all round from us without reference to nature of soil. At the end of the year the old rate was reverted to: no consideration was shown to me on account of caste in this enhancement. The *general* rent rates that I have above recorded are the present full market rates of the different denominations of soil indicated.

*Custom.*—The zemindar would never think of letting my land to another at my rate of rent, nor would he turn me out (being a Brahmin) if a low-caste man came and offered full rates, nor would he make me pay the higher rate offered. If the rents of all residents were subject to enhancement, my rent would be rateably raised with the rest; for instance, if an anna per Rupee was put on to the *general* goind rate, and raised it to Rupees 4-4 per beegah, the same would be added to my preferential rate, and raise it to Rupees 2-10-6 per beegah.

If for any reason I lost possession or left my fields for a year, all my rights would vanish. I had no power to transfer by sale or otherwise; if I attempted it, I would have been ousted and the transaction cancelled. My son, widow, or other relative living and eating with me would inherit my privileges. If the zemindar required a portion of my land to build or plant on, or even for the purpose of increasing the number of residents, I could not object to his taking it; I had no power to improve my land otherwise than by simple manuring, without the zemindar's permission; and if he declined, there was no redress. If he agreed, and I dug a well and improved the land, or if it was improved with the zemindar's capital, or if the land in time got more valuable, in either of these cases the zemindar could demand the market rate for it; but I would be shown the usual consideration in the new rent; for instance, take the palo land, of which the general rent is Rupees 1-4, and the preferential rent annas 12; if this land was so improved that the general rent was raised from Rupees 1-4 to 2, my rent of annas 12 would be raised to Rupees 1-8, i.e., I would still have 8 annas consideration in the new rent.

No. 2, HOOAH, son of BHAGOO, present, speaks for self and the other old cultivators present; says :—

We pay full market rates, the same details, with reference to the only enhancement that I ever heard of, applying to our cases that No. 1 has mentioned, to wit, of 1246 Fuslee. Our rents are the full market rent value of the land at this moment.

*Custom.*—The zemindar would not give our lands to others at our rents. If a stranger bid over us, the zemindar would give us the refusal before accepting the offer, and on our declining, he might oust us. If rents were raised, they would be raised rateably on all residents alike, and we would be shown no favour such as No. 1 has spoken of; in all other respects we confirm all that the said No. 1 has detailed in reference to *custom*.

RAMCHURN, Sub-proprietor (admitted), present, says :—

The statements of both Nos. 1 and 2 are correct as to rents, period of possession, and custom.

SEWDEHUL, Putwaree, son of HURCHURN, present, says :—

My father was in office for many years, and I have worked since 1268 Fuslee. I confirm the truth of what Nos. 1 and 2 have said.

17th January 1865.

Being in the neighbourhood I again have up the parties, as I wish to assure myself by further questioning.

No. 1, JEET, present, questioned, replies :—

I cannot deny that we cultivated by the will and pleasure of the owner alone, and I am not aware of any person in my position getting redress if he was ousted from the Native Government, or by punch, or otherwise.

No. 2, JEOMA, replies for self and the other cultivators :—

I confirm No. 1.

BIRJOO, co-sharer of RAMCHURN, present, says :—

Cultivators never had rights; it was to our interest to foster them, and we did so, and seldom disturbed them; but we might have ousted them all if we liked, and no one would have interfered with us.

Case postponed.

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18th January 1865.

*Judgment.*—These proceedings have been instituted in obedience to the orders contained in the Financial Commissioner's Circular No. II. of this year. All cultivators were called before the Court and the fullest enquiry made; one cultivator, Bekharee, Khewut, has only tilled for three years, and so he was at once discharged from the investigation; the other five cultivators, of whom full details will be found in the tabulated index, are of long standing: of these five persons, it appears from the statement of the oldest inhabitants that Nos. 1, 2, and 5 have occupied the very same fields which they now cultivate for at least 40 years without changing them, while Nos. 3 and 4 in the same manner have occupied their fields for 10 years longer.

The cultivator No. 1, being a Byragee, is shown consideration by reason of his caste to the extent shown in his statement. The status of this person seems to be this: that on the mere score of an outsider offering more money for his fields, the zemindar, by reason of respect for his caste, would not cancel the preferential rate of rent at which he holds, but at a general raising of the rents of the village this man would have his rent increased proportionally to his payments.

The other cultivators pay the full market rates for their lands without preferential consideration, and in this alone does their position differ from No. 1. If a stranger overbid these men for their fields, and they declined to pay the enhanced amount of that bid, it is admitted on all sides that Nos. 2 to 5 could be ousted on that account.

But whether we take the preferential man, No. 1, or those without consideration, Nos. 2 to 5, their position in the village was solely and wholly by the will and pleasure of the proprietor, and to him alone were they behoven for such privileges as they enjoyed. It was undoubtedly his interest to keep his cultivators, but if he chose he could turn them off when he liked, and against his dictum there was no appeal: neither the canoongoes nor the putwarees, nor the parties themselves (and I have spoken to some hundreds of persons on the subject) can point to a single instance of a cultivator who was ousted being restored to possession, either through Regimental or Residency interposition, or through the King's officials, or by punchayet, dhurna, dacoity, or other known process, legal or illegal. The only privilege of these old cultivators was to till their land and to pay the demand of the owner, which demand was liable to fluctuate or otherwise in accordance with the character of the individual proprietor. The cultivators of a powerful but prudent landlord will be found almost to a man to have held at unchanging rates for years, while in the badly managed estates the changes were frequent. In this particular case only one change in the rent comes within our knowledge, and that occurred in 1246 Fuslee, when the proprietors, being themselves highly assessed in that year, raised their rents eight annas a beegah all round; but this increase was not continued in future years, as such increases in other instances more commonly were.

It has yet to be ruled whether in Oude long prescription is to be held to have created a tenant right and what number of years will constitute this prescription. The parties in this case have found it to their mutual interests heretofore to continue their connection by paying and receiving rates which, in the memory of man, have only altered once.

On that occasion the cultivators paid the increase, and thus admitted the power to demand it; and this no doubt they would again do. It does not, therefore, seem to the Court at all advisable to disturb the custom at present existing in the village of allowing the landlord and his tenant to adjust their rents on the principles that have heretofore guided them, and the conclusion, therefore, that the Court must come to on the premises is that no right of occupancy which the tenant could exercise contrary to the will of the landowner has been established; it therefore consigns these proceedings to the record room.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST OF HEREDITARY CULTIVATORS, or Cultivators who have held their present Fields since before A.D. 1844.

*Mouzah Bazeedpore, Talooka Baboo Umres Sing, Pergunnah Soorhoorpore.*

No.	Caste, Name, Parentage.	No. of Khusrah Beegahs.	Total Rent.	Generations of Residence.	Years these fields have been held.	REMARKS.
	I.—LOONIA.					
1	Kishon, son of Moonee -	B. B. 19 16	RS. A. P. 66 10 0	4	40	Unpreferential.
	II.—KOEEREE.					
2	Dyal, son of Nem -	5 3	20 8 3	3	30	
	III.—AHEERS.					
3	Nain, son of Soophul -	2 2	5 2 9	3	40	
4	Jeolall, son of Munsa -	4 7	17 1 3	2	—	
	IV.—KHEWUT.					
5	Bedasee, son of Chheetara -	0 15	3 2 0	2	—	
	V.—NAEE.					
6	Khodabux, son of Dhondoyee	5 6	20 1 6	3	—	
	VI.—KAHAR.					
7	Dahlee, son of Reotee -	1 0	7 1 6	2	50	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

*The following Questions put to Canoongoes named below, and their Answers are appended, viz.—*

Sudder Canoongoe Sirkar of Huveelee Mungulluree Puchimrat, and the Canoongoes of Aldemow, Soorhoorpore, Manjhowra, Akberpore, Tanda, and Birhur.

*Q. 1st.*—Had any cultivators right of possession at fixed rates in the King's time or not? And if so what was the basis of such right?

*A. 1st.*—Where any writing changed hands, such as putta and kuboolyut, agreements, or the like, then under that the cultivator had such rights, as were contained in its conditions; but if there was no such writing, then there were no rights.

*Q. 2d.*—Were there any cultivators who had possession by right at beneficial rates?

*A. 2d.*—Persons who broke up jungle or new land, or persons who built wells or embankments, or long watercourses at a considerable expense to themselves, or established outlying hamlets, by which the lands were improved, enjoyed a remission not exceeding one eighth as compared with the market value of the land, but there was no fixed method of making this allowance: the three following courses were common:

*First.*—At the close of the year, in squaring accounts, to deduct something from the balance then due.

*Second.*—To allow some rent-free land.

*Third.*—Where rents in kind prevailed, something was relinquished in grain by zemindar. In addition to the consideration thus shown for capital expended, Brahmins, Chutrees, and other high castes, by reason of their position alone and irrespective of beneficial acts performed, were shown consideration in their rents to the extent of one or two annas in the Rupee.

*Q. 3d.*—Had any cultivators a right to be maintained in possession so long as they paid the market rate?

*A. 3d.*—Chupperbund cultivators had that right, but this was *not a hereditary right*, because it was one common to resident cultivators of only short standing, as well as those of prolonged tenure.

*Q. 4th.*—Suppose A. holds a field at Rupees 4, and B. offers Rupees 5 for it, has A. any right to be maintained in the field on agreeing to pay Rupees 5?

*A. 4th.*—Yes; A. would certainly have been upheld in possession: his right to that extent would have been generally recognized.

*Q. 5th.*—If the occupancy of the same fields has changed by the usage of the pergunnah, is such change injurious to the existence of the rights above referred to?

*A. 5th.*—When a dispute arose and the cultivator lost possession, all his rights vanished. and on no account could such rights be transferred by sale, gift, or otherwise.

*Note by the Canoongoes.*—There was no redress in the King's time for a cultivator if contrary to the usage, as above explained, he was ousted. Still landowners generally found it to their advantage to abide by their agreements and to acknowledge such customs as those described.

Camp,  
the 5th Nov. 1864.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

8th December 1864.

*Mouzah Bazeedpore, Pergunnah Soorhoorpore (kham village).*

The Sudder Moonserim has this day produced all the cultivators in this village, along with Ikram Sing and Wully Mahommed, agents of the talookdar, and Dya Kishen, putwaree. Six of the cultivators are discharged from the enquiry, their possession being short of 10 years: they are—

1. Buccus, Khewut	}	-	-	-	10 years' possession.
2. Bekaree, ditto					
3. Motee, Nooniya	-	-	-	-	7 do. do.
4. Baddul, Gooriah	-	-	-	-	5 do. do.
5. Chuttur, Khewut	-	-	-	-	4 do. do.
6. Luchee, ditto.	-	-	-	-	10 do. do.

I now record the statements of the old cultivators.

No. 1, KISHON, son of Monnee, present, speaks for all:—

We can remember for more than 35 years, and we have been subject to payment of rent under the three denominations of *mal*, *sewaie*, and *negh*: in 1266 Fuslee these three sorts of payments were clubbed up as *jumma*, and an increase was taken equal to half an anna of each Rupee of rent as putwaree's fees; and the entries in the index include all these items, and they are all now collected from us under the common name of rent.

*Custom.*—The zemindar would never have taken our lands for the sake of giving them to others at our rates. If strangers outbid us, they could only get the lands on our being turned out for declining the enhancement. If an advance was demanded, it would be taken rateably from all residents alike. If I neglected my land for a year or left it, my interests would cease; we had no right to dispose of our tenure, and the attempt would have ensured our ejection: our sons, widows, or other near relatives eating and living with us would succeed on the same terms. The zemindar could reduce our holdings if he wanted part of our land to plant or build on, or to improve the village even by establishing more resident cultivators. We could only improve our lands by such ordinary measures

measures as manuring without special permission; and if we got leave and built a well in our dry land, or if the zemindar built us a well in the same land, or if the land became more valuable, we would be subject to pay the full market value of that sort of improved land.

EKRAM SING, Agent of Defendant, says :—

I confirm all that the cultivators have said as to extent of holding, period of possession, rents, and custom.

DYA KISHON, Putwaree, son of SAHAI LALL, says :—

I am hereditary office bearer; have worked seven years: I confirm all that has been said.

Judgment deferred.

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4th February 1865.

Being in the neighbourhood I further question these people.

EKRAM SING, Agent, says :

The heirs of any of these cultivators certainly could not succeed against the will of the owner; they had no rights such as they could have disputed with us, and we would have been supported had we turned them out, because no notice was taken of the grievances of assamees in the King's time.

No. 1 speaks for self and all the other cultivators; says :—

That is true; we could not have resisted enhancement or ouster; had we been ousted, we could only have gone elsewhere in search of land, and would have found it easily enough. I never heard of an ousted cultivator being restored, except at the pleasure of the owner.

Case deferred.

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8th February 1865.

*Judgment.*—These proceedings are taken in accordance with the Financial Commissioner's Circular No. II. The Sudder Moonserim, under orders, has produced all parties concerned. Of the cultivators the occupancy of six commenced within the period of our limitation laws, and they have, therefore, been discharged from the inquiry; there remain seven, who have admittedly held the fields, according to the details given in the index, for periods ranging from 30 to 50 years at least, and the memory of the oldest inhabitant goes not further back. No enhancement of rent has taken place within the recollection of the present generation, but that such has taken place before now is evidenced by the fact that rents have always been taken under three denominations of *mal*, *sewaie*, and *negh*, the two latter being the ordinary names under which additional items were always put on. In 1266 Fuslee these items were all clubbed up under the one head of rent, and half an anna in the rupee all round was added to the rent on account of putwaree's dues. These cultivators are all of the lower classes, holding their lands admittedly at the pleasure of the owner and paying the full market value for them. They make no claim to rights which they could hold as against the proprietor, and they admit that no such thing as a right of occupancy which could be redressed by any authority of the day existed in the King's time. There is, indeed, a very long prescription at present rates in this instance, but there is no authority as yet for holding that this has created a right which did not formerly exist, and which was not recognized under the King. For these reasons these papers are consigned to the Office.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

**LIST of CULTIVATORS of Mouzah Shumsoodeenpore, Mehal Khemahpore and Talooka Dheera, Pergunnah Majhowra.**

Serial No. of Assameses.	Names of Cultivators and Caste.	No. of Beegahs.	Jumma.	Average Rate of Rent per Beegah on Holding.	No. of Generations.	No. of Years each Individual has cultivated himself.	REMARKS.
	<b>I.—CHUTREES.</b>	<b>B. B.</b>	<b>RS. A. P.</b>	<b>RS. A. P.</b>			
1	Naurung Sing - -	21 15	64 6 9	2 15 5	2	30	Gumeghense Chutrees.
2	Dergpul Sing - -	3 16	14 4 6	3 12 1	3	10	Rowtier do.
3	Soochit Sing - -	0 19	2 0 0	2 1 5	—	—	Fled Raikwar.
4	Ramsahay Sing - -	2 11	9 0 0	3 12 1	Mortgagee	—	Resident of Khemahpore Rowtier.
	<b>II.—KOORMEES.</b>						
5	Lauty - - -	7 11	24 5 3	3 3 7	5	25	1 ancestor.
6	Muttoo - - -	2 9	7 0 0	2 13 9	2	10	A separate ancestor.
7	Soodesoo - - -	0 8	1 4 0	3 2 0	2	20	Ditto ditto.
8	Sookal - - -	0 11	2 4 0	4 1 6	2	6	Ditto ditto.
9	Ramdyul and Mussumat Unoopia.	10 12	41 12 3	3 15 0	5	6	Same as No. 5.
	<b>III.—AHEER.</b>						
10	Soofull - - -	0 16	3 1 6	3 13 10	—	3	Residents of Bheekheepore Paikasht.
	<b>IV.—KAHAR.</b>						
11	Bhondoo - - -	1 7	3 4 0	2 6 7	2	20	
	<b>V.—BHURS.</b>						
12	Nidhee - - -	0 6	1 2 0	2 12 0	3	9	Ploughman.
13	Debee - - -	0 16	3 0 9	3 12 11	3	7	Ditto.
	<b>VI.—CHUMAR.</b>						
14	Fagoo - - -	0 11	2 8 0	4 8 8	2	8	

Camp Rookmungulpore,  
the 6th Dec. 1864.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settl. Officer.

*Camp Rookmungulpore, the 6th December 1864.*

*Mouzah Shumsoodeenpore.*

CANOONGOE states :—

The original proprietors of this village were always Rowlass, the ancestors of the present kuboolyutdars.

*Court.*—Investigation into the proprietary right of this village by me has elicited that the present lumberdars and kuboolyutdars are (1) Ramhit, (2) Bindah, (3) Duttie, (4) Sooggreen, (5) Babroojydukt of Bhety, (7) Rajah of Dhera, and that it all belonged to the Khemahpore Mehal's Thakoors, and that what the talookdars have are shares that belonged to three of the 12 mehaldars of the different Khemahpore Mehals.

No. 1, a Gumeghense; No. 2, a Rowtier, but not of the same family as proprietor; No. 3 fled last Asar, and a Koormee cultivates this land; No. 4 is a mortgagee, and, therefore, out of the investigation.

These Chutrees all say that their rent has been always at same rate and no increase has been taken from them in any shape whatever, and that they pay the same rate now as they did before under the Native Government; and the reason why the rate per beegah on each man's holding falls differently is because the proportions of the Goind Majah Paloo differ in each. We have no rights, nor have we any claim, against the proprietors; they can always turn us out or raise our rents if they like. If they did the latter, we would bolt, and if they did the former we could not help ourselves. If an outsider comes and offers a higher bid, the proprietors have a right to take it and to turn us

us out. Our fields have never been changed, and we have never lost possession of them, nor have we ever been evicted. We pay our rate at Goind Rupees 4 and 3, Majah Rupees 2, Paloo Rupee 1 and 12 annas per pucka beegah; as long as we pay the rent, we ought to cultivate; if we can't pay, we have no right. We all received our lands cultivated, and believe our fathers received them in the same way.

Nos. 5, 6, 7, 8, 9, all Koormees and the majority descended from separate ancestors, all of them two generations and some more.

State the same as the Chutrees.

I have questioned and requestioned and twisted and turned about my enquiries in all possible shapes, using the word "hulo" and such like, which are so pleasant to the ears of natives, and yet they all say, "we have cultivated always at fixed rates, but the proprietors can raise our rents or accept a higher bid from an outsider, and they have a right to do so, and we have no right to be treated better than them as long as we pay the rent to cultivate the land. We are entitled to cultivate at the rent our forefathers have paid, but if the proprietors turned us out, we would not complain to the authorities, but we would consider it a hardship; but the rent we now pay is excessive and we could not pay more. The rates that we pay are the same as those which the Chutrees pay."

No. 10, SOOFULL, Aheer, Paikasht; No. 11, BHONDoo, Kahar; No. 12, NEDHEE, Bhur; No. 13, DEBEE, Bhur; No. 14, FAGoo, Chumar, Ploughmen (Hulbees).

All say they exist at the will of the proprietors, and that their rents are fixed, and if their rents were raised, they would consider it a hardship, but they have no *right* to have a fixed rent. If more was asked, they would not cultivate, but would leave the lands. We have no claims against proprietors, nor have we any "*huk*."

PUTWAREES SEWPERSHAUD and DURSUN LALL say:—

In the Nawabee the rates were fixed thus:—Jumaie or Goind Kolee or Majah 12 annas; Paloo or Furdhee 8 annas; 4 annas per *cutcha* beegah. These were the rates fixed in Asar, and in "Kooar" the kists were taken according to the agreement (on the above-named rates) made in Asar, but in Magh, when the Government took the kubool-yut from the proprietors, then it depended on the increase taken by Government, for in proportion this increase was taken from the assamees, sometimes half as much again, sometimes a quarter, and sometimes less. When the British rule was established, then the rates were fixed Rupees 2, Rupees 1-8 for Goind, and Rupees 1-4 and Rupee 1 for Majah, and for Furdah annas 12, annas 8, annas 4 per *cutcha* beegah, and this included all the extras taken as increase on the Nawabee rates in the Nawabee time. If calculated on the pucka beegah, these rates would be just double, viz., (Rupees 4 and 3)=(Rupees 2-8 and Rupees 2) (Rupees 1-4 and Rupee 1). Fields as a rule were not changed and chopped about from one cultivator to another, but if a cultivator fled, then they were. Thus, if a resident cultivator fled and *another* resident cultivator *came* and *asked* for the fields of the absentee, he would get them, but at the same rate as the absentee used to pay; but if the proprietor had to *ask* him to take up the land, then the cultivator would get it for a few years at a lower rate, but eventually would have to pay the former one; and if an outsider came, he would get it at a lower rate until he had become naturalized in the village, and then he would have to pay the old rate. As long as the agreement is, for so long the cultivator's right exists; but if he improves his land, the proprietor has a right to raise his rent. The cultivator has no right in the land; as long as he pays he ought to hold; the proprietors do no injustice in raising the rent.

Lumberdars BINDAH, RAMHIT, DUTTIE, SOOGREEN, Karindahs of Talookdars, say:—

The statement of the putwarees is correct; and they add the Government raises the jumma according to the capabilities of the village, and the proprietor can analogously raise the rent of the cultivators. When our jumma is fixed by Government, we shall then see how it fits our estates, and we shall give puttass to the cultivators at fixed rates and for fixed terms. When we see a field will not bear a higher rate for some years, we shall give a long term putta; and when we think a field will increase in value, the term of the puttass will be a shorter one, and thus we shall protect ourselves against probable



loss and satisfy the cultivators. We always take care of our cultivators because it is to our benefit to do so.

Case postponed till others are investigated.

*Vide* Canooongoe's statement attached to the proceedings.

16th December 1864.

*Judgment.*—The investigation I consider speaks for itself. None of the cultivators have any claim to bring forward, and they consider the only thing approaching a right that they have is occupying the field as long as they pay the rent. The meaning of their being entitled to pay at the same rate always I construe to be that they pay so high now that, if more was asked, they could not pay it, but would have to throw up their cultivation. In short, while they all acknowledge and admit the right of the landlord to raise the rent and to evict, they at the same time would rather that he did neither.

2d.—As regards the fixed rent rate at which the cultivators held, it can, in my opinion, only be looked upon as a rack-rent rate, for it was originally fixed at so much, then raised by so many annas per Rupee 1, which was more or less according to circumstances, and now it is the two sums lumped together which makes the present rent rates. The reply of the lumberdars is plausible and fair.

*Decree.*—Preferential right of occupancy as long as rent is paid, which rent is liable to vary and increase at will of landlord.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settl. Officer.

LIST of CULTIVATORS of the village Soonawan, Uslee and Dakhlee, Mehal Soonawan, Pergunnah Majhowra.

Serial No. of Assameses.	Names of Cultivators and Caste.	No. of Beegahs.	Jumma.	Average Rate of Rent per Beegah on Holding.	No. of Generations.	No. of Years each Individual has cultivated himself.	REMARKS.
	I.—KOORMEES.	B. B.	RS. A. P.	RS. A. P.			
1	Unundee - - -	3 7	4 8 3	1 5 7	None	40	} 1 ancestor.
2	Seo Lall - - -	3 1	6 1 6	1 15 8	Ditto	35	
3	Byjoo - - -	3 0	6 4 3	2 1 5	Ditto	18	
4	Tuhul - - -	4 2	5 0 9	1 3 2	Ditto	20	} 1 ancestor.
5	Budloo - - -	2 15	8 4 0	3 0 0	3	22	
6	Dyal - - -	6 13	9 7 3	1 6 9	None.	16	
7	Seogolam - - -	4 2	10 5 6	2 8 0	} 3	40	} 1 ancestor.
8	Doolum - - -	2 13	9 4 6	3 7 10		18	
9	Sudhaee - - -	4 16	13 5 9	2 12 6		50	

Camp Rookmungulpore,  
the 6th Dec. 1864.

(Sd.) E. G. CLARKE, Capt.,  
Asst. Settl. Officer.

Camp Rookmungulpore, the 6th December 1864.

Mouzah Soonawan; Camp half a musket shot off the Mouzah.

CANOONGOE states:—

The village always belonged to the family of the Soonawan Thakoors, and they have always held and hold now.

*Court.*—The previous investigations in the Soonawan Mehal have elicited that Bulkurrin Sing and Nypal Sing use the kuboolyutdars and lumberdars of the Soonawan Mehal and of the mouzah itself.

Nos. 1, 2, 3, and 4 descended from one ancestor, but they say their father and ancestors did not cultivate in the village; they have cultivated themselves for the number

number of years opposite their respective names, and they are the first of their family who have done so. No. 6 is descended from a different ancestor, and is the first who has cultivated ever of his family in this village. No. 5 descended from a different ancestor to all the others, and his family have been three generations in the village, while he himself has cultivated 16 years. Nos. 7, 8, 9 are descended from a common ancestor, and their family has been three generations in the village.

All the above are Koormees, and though I have questioned them in every way that I can think of, they all declare they have no rights as *kashtkars*; they say that the proprietors have perfect right to kick them out, to take the higher bid of an outsider, and that, if he did so, they would not consider themselves injured. They say we have never been dispossessed of our fields, but the proprietors have sometimes taken some of ours as their *seer* when they wanted to grow sugarcane, and then they gave us as good, if not better, fields in return. We have always paid the same rent, viz., *Goind* Rupees 3-8, *Majah* Rupees 2, *Paloo* annas 8, and in the *Nawabec* we paid the same. We never had our rent increased in any way. We again repeat we have no rights, and it is not because we are old *assamees* that we pay a fixed rate. If any outsider bid higher, we would go somewhere else and would not complain; we are not under influence of fear on part of our landlord; we are the only cultivators; these are *jagheerdars*. All the lands we hold were always cultivation, and our ancestors and ourselves received them in that state.

PUTWAREE GUNGABBIPOOR LALL says:—

The Koormees are the only cultivators, and, barring the *jagheerdars*, who are the village servants, the rest of the village is *seer* of the proprietors. When the *jumma* of the village was raised the rents of the *assamees* were not raised. The rent was a fixed one, and has always been so and has not varied. I can only speak from 1266 *Fuslee*.

BULKURRON SING and SEWPUL SING, brother of NYPAL SING, say:—

The rent has always been fixed for last 40 years to my knowledge, and the rates have been *Goind* Rupees 3-8 and 3, *Majah* Rupees 2-4 and 2, *Paloo* Rupees 1-8, and this during the *Nawabec* time, and is so now. When our *jumma* was raised and extras taken from us, still we did not raise the rents. My cultivators have no rights, and in the case the Court has put off, one of my cultivators dying and his son coming and asking for the field, though he never cultivated in the village before, I would give him the land his father occupied if it had not been already given to some other cultivator; but if it had been given away, then the applicant would not get it, but I would give him a bit of land out of my own *seer*. This would be only because we would like to encourage the son of an old cultivator, but not because we consider he had any right to land to cultivate. We could raise the rent of all our cultivators if I liked to-morrow; we make no difference between old and new cultivators, but take the same rent from all; we would be quite right to accept an outsider's bid if it were higher than what the occupying cultivator paid; as long as the cultivator pays the rent he is entitled to cultivate the land, but we can raise the rent.

Case postponed till further cases are decided.

*Fyzabad, the 16th December 1834.*

*Vide* Canoongoe's statement attached to proceedings.

*Judgment.*—Only Koormees in this village who have been cultivating themselves for various periods, none of them less than 16 years. But out of the whole nine, four only are individuals whose families have cultivated before them in the village; they say they paid a fixed rent rate, and this the *lumberdars* and proprietors admit. But both cultivators and *lumberdars* acknowledge that the rent rate can be raised, and eviction from lands also can take place if landlord chooses.

Considering, then, that both parties acknowledge that rents can be raised and eviction can take place if landlord sees fit, I think that the fixed rate now paid by the cultivators cannot be considered as a right, and that it ought to be looked upon merely that the landlord has found it to suit his interests best for the last 40 years to take a fixed rate

of rent from his assamees, but that this has not been done from the cultivators having any right as cultivators.

It is impossible to decree a fixed rent rate, if that rate is liable to increase as stated by cultivators themselves; it is likewise impossible to decree right of occupancy if, as the cultivators themselves admit, the landlord can evict them.

*Decree.*—The cultivators as shown in list attached to proceeding are tenants-at-will.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settl. Officer.

*Camp Chachuckpore, the 29th November 1864.*

*Mouzah Moostiffirabad, Mehal Khemapore, Pergunnah Majhowra.*

Putwaree presents jumabundee of 1270 Fuslee, and he states that, for the 1271 Fuslee and the present year, the jumabundee may be taken as correct, for the assamees on the whole are the same.

#### No. 1, MURAI, Koormee.

Has left the village, and did so last Kooar, because he had no means of carrying on the work. Buctawur, Koormee, no relation of the absentee, but an old resident in the village, says that Muraie has cultivated in the village for three or four years, no more, and he left because he could not carry on, and because three of his family had died, so he thought it time to be off himself. The fields he used to till are uncultivated now; he and his family have not cultivated in the village more than six years.

Putwaree says he pays Rupees 25-6-3 for this, or rather he had to pay.

Zemindars say they would give him the land again if he could cultivate it, but the absentee has no right to the same, and if he does not return, we shall either cultivate as seer, or give it to some other assamee.

#### No. 2, GUNGAR, Lohar.

I have always paid at this rate; I have sometimes had more and sometimes less land to cultivate, but I have always paid at same rate; I have never, for last 30 years, been out of possession, and I believe my ancestors never were dispossessed. We have been seven generations in the village; we got the land for purposes of cultivation, not in lieu of our professional employment; we have always paid cash; we consider now that we have a right to cultivate the land we have always held, and we ought to be allowed to hold at the same rate, unless the rent is raised on the whole village, and then we would have our rent raised too. Now says, I came into the village only three years ago, and my father died about that time, and I really can't say what my father did and did not do. Since I myself have cultivated I have paid at a fixed rate, and can only speak of affairs since the British rule.

Putwaree Gungah Lall says the family of the Lohar has been many generations in the village, and have generally kept the same lands before the British rule; there was no fixed rate and half as much more, as the principal was constantly taken. It is only since the British rule that the assamees have been assessed on any fixed mode, viz., Jumai or Goind 5 Rupees and 4 Kowlee or Majah Rupees 4-3, Furdah or Paloo Rupees 1-12; and at this rate the Lohar has been assessed, and in this is included the expenses of Kuluame and Chuckeedars.

#### No. 3, BUDDOO KOORMEE, fled last year, and SUMJAUM and ORIE, Chumars, now cultivate the lands.

We have only cultivated for three years in this village and were not here before; we have no rights that we know of; the proprietors can raise our rents if they like, and if they choose to turn us out they may and can. We are Soodras, and they can do as they like to us; we have no claim to make.

#### No. 5, JAUNKEE, Tewarry.

My right is to hold the fields and pay rent. The proprietors have perfect right and power to raise my rent or turn me out if they like. I and my ancestors have cultivated for seven generations and more, and I believe they have always cultivated the same fields; at least I have for the last 30 years never been evicted.

Putwaree says that the only difference between this and other assamees is, that because he is a Brahmin he is let off the expenses. He pays for putwaree, but not his share.

share of other expenses that are assessed on other assamees of different castes; this is only because he is a Brahmin. Since British rule, when jumai has been assessed at Rupees 5 per beegah, this man has been assessed at same rate for his jumai.

The assamee acknowledges statement of putwaree to be correct.

No. 6, DYALLEE, Koormee.

This man died last year, and the field has become proprietor's seer, because there is no one in the village that belongs to Dyallee; and this is confirmed by Buctawur, Koormee, and old residents of the village.

No. 7, RUGBUR LALL, Kyeth.

A Kashtkar has no right; what right has he? he pays rent as long as he cultivates, and does not cultivate when he can't pay. I have no claim to make; my family have been seven generations in the village, and since I can remember, that is, 45 years, I have cultivated the same lands. If an outsider comes and offers a higher rent, of course the proprietor might turn me out and accept the larger amount. Putwaree says the assamee has always paid this amount, and surely it is not a small one, and this includes all expenses.

No. 8, BOREE, son of BOJAH; No. 9, CHUORUN; No. 10, BUCTAWUR; No. 11, MUDDAIE; No. 12, MAHARAJEE; No. 13, BODE, son of POORAI; No. 14, LUCHMUN; No. 15, PURSOTTUM, son of CHAYNE; No. 16, RAMDEEN; No. 17, MOOT LALL; No. 18, PUS-SOUHEN, son of BISRAM; No. 19, MUTTOW; No. 20, BULJOE.

We are all Koormees and sprung from the same ancestors, and we have no claim against the proprietor for rights as cultivators; they can do as they like. We have been in possession for 10 generations, and have never been turned out of our holdings, and the only time we have lost possession is when we have fled ourselves. At the same time, if any outsider was to come and offer more rent than what we pay, the proprietor would have the right and power to accept their offer and turn us out. Before the British rule commenced there was never such a thing as a fixed rent, for in the Nawabee we used to have to pay as the proprietor demanded of us; since the British rule the rate has been fixed on the Jumaie, Kowlee, and Furda, or Goind, Majah, Paloo.

The only petition we have to make is, that the jumma of the village may be lessened; because then the proprietor will have to pay less, and, consequently, we shall too.

30th November 1864.

No. 21, SAHYE; No. 22, GOOLZAR; No. 23, SEETTUL, died last year, who held in common with GOOLZAR, and now GOOLZAR holds all; No. 24, BISRAM; No. 25, BUDDOO; No. 26, MUNNOUR; No. 27, LOWTUN.

We are all Muraies and belong to the same stock, and have been some for three, some for four, generations in the village. We have no claims against the proprietors, our masters; they can do as they like. Are we mouroosees, that we have any right? If an outsider came and offered a higher rent, the proprietor might take it and turn us out; but we should think ourselves injured individuals, and would complain to the Court, and ask to be put back on the score that we have always held the land, and it would remain with the Court to do as it liked. The proprietors can do as they like with us, for our right is only to cultivate and pay rent. Since we have been in the village the custom in the Nawabee was to make us pay Rupees 2 a beegah cutcha for Jumaie or Goind, and then to increase it by 25 or 50 per cent., or more, just as the proprietor liked. Since British rule we have had to pay Rupees 2-8 per cutcha beegah. The difference between the custom now in the village and the custom under the native rule is this: that now we have some certainty of what we have to pay, while in the Nawabee we had not. We can't pay more than we do now, for we pay the highest figure we can afford to cultivate at. We have never been evicted, and have lost our lands only when we fled and left them ourselves. We have no claim against proprietor, and we consider we have no right (huk).

*Court.*—N.B.—One beegah by Government measurement is equal to 2 cutcha ones; thus, Rupees 2-8 per cutcha beegah is equal to Rupees 5 per pukka beegah.

No. 28, LOCHUN, Pandy; No. 29, NIRGUN, Pandy; No. 30, JEO, Pandy; No. 31, GOOLZAR, Pandy; No. 32, DISKUN, Pandy.

We are Brahmins from one and the same stock and ancestor, and we have been in the village for 20 generations, more or less. We are of the family who provided ooprophits for the proprietors and their ancestors, and when they were rich we had no occasion to cultivate, but since they have become poor we have had to cultivate, and we commenced cultivating about two or three generations ago. We have always held the same lands; we have no right (huks). The proprietors gave us what we have got, and they can take it away. If an outsider offered more than we pay, and the proprietors were to turn us out, we should complain, and leave the Court to decide whether we were to have the land back again. We consider it would be unfair to turn us out, but we do not consider we have any (huk) right. We cultivate the land and pay rent, and that's our right. Since British rule commenced we have paid at a fixed rent rate of Rupees 2-8 per cutcha beegah on Goind, Rupees 2 on Majah, and annas 8 on Paloo lands, but before the present rule there was no certainty as to what we had to pay. The proprietors took as much as they could get. They have established the present rates of their own free will and accord, and do not take (zeafa) or increase now like they did in the Nawabee.

No. 33, BUDDUL, Dhoby; No. 43, NEMKIN, Dhoby; No. 35, JOORATIE, Dhoby; No. 36, JEEAWUN, Dhoby; No. 37, ORIE, Dhoby.

We are all brothers of same parents, and our family has been in the village for 10 generations. We have heard what the Koormees and Brahmins have said, and we consider that's what we have to say.

On being further questioned, state: We consider that, owing to our having had the land and to our having been in the village for so long, we are entitled to hold and cultivate the same land, and as long as we can pay for it, so long we ought to have it; and if an outsider offers a higher rent and we can't pay, the proprietors have a right to turn us out and give the land to the outsider. We are not entitled to a fixed rent, for the zemindars can take what they like, and have always done so.

No. 38, HUNNOOMAUN LALL; No. 39, NABAN LALL; No. 40, THAKOOR LALL.

No. 40 has fled, and he left in last "Koor," and his land now lies uncultivated.

We are all kyeths and belong to the same family, and have held the office of putwaree in the family for 10 generations, which is the period our family have been in the village. We have heard what the other assamees have said, and have nothing more to add, for our statement is the same.

No. 41, KULKAH SING, nephew of KRIPAH SING.

I am so young that I know not anything.

The lumbarbars and putwaree say that, though this assamee is a Rhowtas Chutree like themselves, still he has no right in the village, and that his family have been some 50 or 60 years in the village as cultivators only, and have no rights.

The small boy assents to this, and says he is a koshtkar, and like all the others in the village.

No. 42, PURROUTUM, Kahar; No. 43, BISRAM, Kahar; No. 44, LOWTEEN, Hajam; No. 45, SUDUHYATIE, Bhur; No. 46, LOWTEEN, Bhur; No. 47, GOOLZAR, Bheraie (Carpenter); No. 48, JEHUNGEER KHAN; No. 49, BHEPPUT KHAN; No. 50, RUM-DEEN, Aheer; No. 51, DOOLERINE, Aheerine; No. 52, SUDDHAYEE, Oilman; say:—

We have no claim; we are like other assamees, and the statement of those is what we would make ourselves. Some of us have been 10 generations, some six, some three generations in the village, while I, PurROUTUM, have been only three years, and I, Bisram, only 10 years; neither of us have had any of our family in the village before this. We (the Mussulmans) were in the service of the proprietors of the village, and therefore have held the lands, and the reason why I, Bhepput Khan, pay less is because I am in the service of the proprietors now. We used all of us to pay just as the proprietors chose to take. Rupees 2 per cutcha beegah, equal to Rupees 4 per beegah pukka, with zeafa at Rupees 25, 50, and 75 per cent., used to be taken, and then we bolted, and there was no certainty. Since British rule has commenced we have paid at (kol mirh rate) the rate of surrounding fields of same quality of soil. The proprietors

can do as they like. If they turned us out we should complain, for we have cultivated the most of us for so long. But the proprietors have the right. If the proprietors refrain from dispossessing and giving the land to others, it is because they are afraid of the Courts; but if they should dispossess us we should complain, and if we could pay the rent demanded, then we ought not to be turned out, but if we could not pay, then we are helpless. The reasons why the (kol mirh) rate has been established is from fear of the Sirkar.

Putwaree GUNGAAH LALL.

In the Nawabee this village was often uncultivated, and sometimes paikashts came and cultivated; but the rent rules were so uncertain, that is, the proprietors used to take as they liked, and thus the cultivators had no security as to what would be taken. Again, those who remained had to pay what was demanded. Since the British rule the cultivators have been assessed at a fixed rate; viz., Jumaie or Goind Rupees 5 per pucka beegah, Kowlee or Majah Rupees 4 per pucka beegah, and Furdah or Paloo Rupees 3-8, 2, 1-8, and 1 per pucka beegah, and this partly because a fixed rate tempted the assamees to cultivate; but this has been done chiefly because of fear of the Courts, and because the proprietors know they may not plunder and oppress the cultivator. The present rate of rent is as high as it can be, and the cultivators can't pay more; so that, even if the Government jumma is raised, the cultivators will not pay more, for they simply cannot. Under the Native Government there were no fixed rates of rents.

I., SOOKRAJE SING; II., SULTEENTEE SING; III., ZUBBER SING, Lumberdars.

Nos. II. and III. present, and on being questioned they reply:—They say that there has been no established rate of rent, and the only difference between old and new assamees is that to the former sometimes a beegah or so is given to them for their own private uses and maintenance and encouragement; also they are given a tree or two, or are permitted to plant some and enjoy the fruit of the same, and sometimes some salt or tobacco is made a present of to them, and this to please them. I Zubber Sing, have heard from the old ones that in my grandjather's time the jumma on his share was Rupees 5,000, and this was a fixed jumma, and then the cultivators were assessed at a fixed rate; but since he died, in 1228 Fuslee, the jumma has been raised, and no cultivator has escaped an increase, until for last many years, the rent has been only limited by the means of the cultivator to pay the same. As regards recording our present rent rates in the Wajib-ool-urz for futurity, we will do as the Court wishes, and if these rates were fixed, we could not be losers, because they are very high ones and the cultivators cannot pay more.

Case postponed until I have investigated others.

*Camp Nowrahee, the 19th December 1864.*

*Judgment.*—No. 2 cultivator, a Lohar, is the only individual in the whole village who has asserted any right, and this is evidently because he thought he could lose nothing and might gain something by making the assertion, for he afterwards qualifies his first statement so much that the qualification amounts to a contradiction, for he says at first that for last 30 years he has not been dispossessed, while afterwards he acknowledges he has only cultivated for three years himself, and cannot say what his father did before him.

This one man's assertion of right I take no notice of, because, 1st, I disbelieve what he states; and 2dly, because the statements of the other assamees in the village are quite opposed to this one man's assertions. The investigation, I consider, plainly shows that none of the cultivators whose replies I have recorded have any right, nor has there been any fixed rent rate before the British rule commenced; that the landlord can raise the rent when and how he likes, and that he did so under native rule.

*Decree.*—The cultivators whose names appear in these proceedings and who are cultivators of the land in this village are tenants-at-will.

(Sd.)

E. G. CLARKE, Capt.,  
Asst. Settl. Officer.

*List of Cultivators of the Village Bussunt pore, Uslee and Dakhilee, Talooka Peerpore, Pergunnah Majhowra.*

Serial No. of Assamees.	Names of Cultivators and Caste.	No. of Beegahs.	Jumma.			Average Rate of Rent per Beegah on Holding.			No. of Generations.	No. of Years each Individual has cultivated himself.	REMARKS.
		B. B.	RS.	A.	P.	RS.	A.	P.			
I.—BRAHMINS.											
1	Ramhitt, Tewarry } 1 an-	5 14	18	3	6	3	3	2	11	16	In this year cultivated by Seoraj, No. 2.
2	Searaj ditto } cestor	3 0	10	8	0	3	8	0		2	
3	Deadut ditto -	1 10	6	0	0	4	0	0		—	
4	Jokhoo, Doobey } 1 an-	8 5	23	1	6	2	9	8	14	40	Pykasht of Assayetpore. Ditto ditto. Ditto dead, his son, Seachuram, appears. Pykasht of Assayetpore.
5	Gunga, ditto } cestor.	12 2	31	3	0	2	9	3		40	
6	Jeadhur, ditto } 1 an-	11 17	31	11	9	2	10	7		25	
7	Gopee, ditto } cestor.	3 1	7	12	0	2	8	8		20	
8	Hulkumpee, ditto } 1 an-	1 18	5	0	0	2	10	1		20	
9	Bhawanedeen, ditto } cestor.	7 10	19	10	0	2	9	10		30	
10	Behee, Opudhia -	11 15	27	13	3	2	5	11	—	—	Absent. Pykasht; resident of Assayetpore.
11	Jeobadh, Chowbey .....	3 10	7	4	0	2	1	2	—	3	
II.—CHUTREES.											
12	Dulthumun Sing, Pawar -	4 15	9	10	0	2	0	5	2 2 None	30	No. 20 dead; his son, Sookhram, appears.
13	Koolwunta Sing, Agustya	15 9	41	2	0	2	10	7		20	
14	Issurree Buksh Sing, Rajkoomar.	17 14	41	3	6	2	5	10		14	
15	Kalika Sing, Rantar -	2 7	7	8	0	3	3	0	None	10	
III.—KOORIES.											
16	Junjalee } 1 ancestor	12 14	44	3	3	3	7	9	None Ditto Ditto	17	No. 20 dead; his son, Sookhram, appears.
17	Badha -	6 9	21	8	9	3	5	6		16	
18	Mungroo -	3 10	14	3	0	4	0	10		5	
19	Bhondoo } 1 ancestor	4 16	17	0	9	3	8	11	25		
20	Beputt -	11 12	41	2	3	3	8	9	30		
21	Dooda -	2 4	9	8	0	4	5	1	None Ditto	6	
22	Jorawan -	1 17	7	12	6	4	3	3		15	
IV.—AHEERS.											
23	Purantee -	18 15	48	10	0	2	9	5	4 None Ditto	40	By nephew, Persaud.
24	Gherao -	2 0	7	12	9	3	14	5		10	
25	Jehlee -	4 4	11	8	9	2	12	0		10	
26	Zuhoor } 1 ancestor	4 15	17	8	0	3	11	0	2 None	30	By father, Goolzar.
27	Jhengoor -	2 8	10	4	3	4	4	5		7	
28	Seetal -	5 2	18	8	0	3	10	0			
29	Seonath -	3 12	12	11	9	3	8	8			
V.—LOHAR.											
30	Bukhtawur -	6 3	2	8	9	3	5	6	3	15	Dead; his son, Pur-saud.
VI.—KAHAR.											
31	Kumhadhe -	3 11	12	7	3	3	8	2	3	20	
VII.—DHOBEEES.											
32	Newagee } 1 ancestor	5 13	12	8	0	1	15	5	3	20	Paikasht of Beheepore, by son. Do. do. by brother.
33	Bejaee -	0 14	2	0	0	2	12	9		20	
VIII.—CHUMARS.											
34	Seoo -	11 5	26	5	6	2	5	5	15 None 2	30	By father.
35	Bhuggola -	12 11	40	15	9	3	4	3		7	
36	Kaloo -	0 15	1	8	0	2	0	0		5	
37	Neemur -	1 17	6	7	0	3	7	9	None	—	Absent.
38	Jugun -	0 19	2	7	3	2	9	3		7	
39	Kaloo, son of Boodhoo } 1 ancestor	0 6	1	6	9	4	6	0	Ditto	7	
40	Ooree -	1 17	7	2	0	4	12	0	Ditto	12	
41	Purrootee -	0 6	1	0	0	3	5	1	Ditto	4	

Camp Assayetpore,  
the 9th December 1864.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settlt. Officer.



*Camp Assayetpore, the 9th December 1864.*

*Mouzah Bussuntpore (Uslee); Najoomahul, Raneepore, Beeraputtee, Ghurwaspore, Narainpore, Khanpore, Chach Kulleeah (Dakhilees); Talooka Peerpore; Meer Bakeer Hoossein and Guzzuffoor Hussein, Talookdars.*

Canoongoe states :—

Original proprietary right belonged to Brahmins (Tewarrys) who lived in the village. The whole Mouzah, Uslee, and Dakhilee belonged to them; since 1234 Fuslee the mouzah has been included in the talooka of Peerpore. The talookdars held up to 1263 Fuslee inclusive, but in 1264 Fuslee the Brahmins were settled with, and in 1266 Fuslee the present talookdars obtained the settlement: the Tewarry Brahmins are pookhtadars in the village.

Nos. 1 to 11 inclusive.

(No. 10 absent; having left his house on some business and not having returned as yet is not present.)

No. 3 says :—

Has left the village this year and No. 2 now cultivates his lands. Nos. 2 and 3 are no blood relatives, but are of the same brotherhood (Bhais): all are Brahmins. The Tewarrys say that they are not any relation of that branch of the Tewarry family who were and are zemindars of the village; they say they have no claim to proprietary right of any kind; they are all, except No. 10, pykashts, but live in the villages of Assayetpore and Banipore, the boundaries of which adjoin the boundaries of Mouzah Bussuntpore. We make no claim; we have cultivator's rights.

Q. What are these?—A. Whatever the Court may decide; our rents now are the same as in the Nawabee time. In the Nawabee we paid so much rent, plus an increase of half an anna per rupee, and this increase took place when the jumma of the talookdar was raised; he raised our rents when his jumma was raised. We cannot pay more for the lands than we do now. If the talookdar raised our rents we would complain to the Court, as we think our rents should not be raised. The rent we now pay is the Nawabee one and the increase all lumped into one rate. Deodut, No. 3, left because he could not pay his rent; he had only cultivated for two years, and none of his family ever cultivated before him. The lands we hold were (Rava) a wild grass used for choppahing houses and for string, and some of us have dug this up ourselves and brought land under the plough: our rate of rent is some two or three annas per beegah less than that the Koories pay, because we are Brahmins and for no other reason. We and Chutrees pay a similar rent rate. The rent is fixed according to the position of the field in the village. If a field on the boundary produce sugarcane and a field close to the village also produced sugarcane, the rate of rent would be different because of the position of the land. We consider it to be our right to occupy the same fields we now hold always, like as the Government lets the talookdar hold his villages always; so we are entitled to our fields always, and as regards the rents, the Court may do as it likes.

One a Powar, No. 12; No. 13, an Agustya; No. 14, a Rajkoomar; No. 15, a Rowtee, Chuttrees, say :—

We have no claim to make; we are simple koshtkars and have no rights. Cultivators have none. If the talookdar was to turn us out for an outsider who made a higher bid for our lands, we should consider it hard lines and a trouble, but the talookdar has a right to do this. Whether our sons succeeded us in the fields we hold or not depends entirely on the talookdar's will and pleasure; if he wants to be kind to us, he would give the lands to our sons; if not, he would not. We are not entitled to a fixed rent.

No. 12, aged 50; No. 13, aged 25; No. 14, aged 60; and No. 15, aged 40.

Court.—These are very well-spoken men, and all of them more intelligent than the general run of cultivators, and I have questioned and cross-questioned them in every way, and they say what I have recorded above. I believe they are speaking the truth.

Nos. 16 to 22, inclusive. Koories, *alias* Mooraies.

(No. 20 died 10 days ago, and his son, SOOKHAM, appears for the deceased. He cultivates the fields of his late father.)

We have no claim. We are cultivators and have cultivators' rights, which are to cultivate the land and pay rent; and what other right has a cultivator? The rent to be paid is what we have always paid. The talookdar ought not to raise our rent unless he raises them in his whole talooka; but if he does raise them in his talook, he could, of course, raise ours. Our rents were raised in the Nawabee, and this was an increase of one or two annas; now we paid a fixed rent, which is the old rent plus the increase lumped into one and called rent. It would not be fair to take our fields from us, but if an outsider bid higher, the talookdar, if we would not pay the higher bid, could accept the outsider's bid; but this would be hard upon us, because we have always held possession of the same lands and have paid our rent, whether the seasons were bad or good ones.

Nos. 23 to 29, inclusive. Aheers.

Some of these men's ancestors cultivated in the village, while the others have only come into the village themselves as the first of their family. All say we have no claim and no right. The talookdar can take our fields away, or can do as he likes with us. We have paid the same amount of rents under different names always. All of us, except No. 23, have had our fields chopped and changed about just as the talookdar liked.

No. 23 says, I agree with what the other cultivators say.

All add, if we were turned out of our lands we would complain to the Courts, and leave them to decide what right we had. The lands have not been given us as our share of the village, nor from any right, but simply for us to cultivate and pay the rent.

No. 30, a Lohar; No. 31, a Kahar; Nos. 32 and 33, Dhobees to 33, inclusive.

All say we have no claim to make, nor any right. The talookdar can raise our rents, or turn us out, or accept an outsider's higher bid if he liked, and all we could do would be to sit in our houses and cry. We have no right, and are mere cultivators at will.

Nos. 34 to 41, inclusive. Chumars.

(Nos. 37 and 38 absent on their respective business of some kind or other.)

All say we have no claim and no rights, and as the others have said and we say, some of us have had our fields chopped and changed, others have not. If the talookdar took a higher bid, we could not help ourselves, and he has the right to do so; our rent is the same now as before. We paid increase before, but that has been lumped now with the old rate of rent, and the two together are called rent now.

*Camp Kurmpore, the 10th December 1864.*

Putwaree of Talookdars, by name SEWGHOLAM.

I have been putwaree only since 1270 Fuslee. My father was putwaree from 1232 Fuslee to 1250 Fuslee, and from 1250 Fuslee to 1264 Fuslee our family lost the appointment, and one, Sumjeaeun Lall, held it. He is now dead. I therefore can't tell the custom and practice of this particular village; but I was putwaree of Beebeepore, an adjoining village to this one, for 17 years, and then the practice was to have a fixed rent rate, and it was raised half or one anna or two annas in the Rupee according as the talookdar was pressed in the amount of his jumma. The rent rate was not changed. The village of Beebeepore and this village both belong to the same talookdar. Cultivators have no right, and it makes no difference whether they be old or new cultivators. The only people on whom a *lower rate* of increase was added when the talookdar wanted to raise his rents were the Brahmins and Chutrees, merely because of their caste, not from any right; but their rent rate was just the same as the other assamees. They did not get a lower rent for equally good fields; they were only less heavily raised in their rent. The basis (kol) or *rent rate* was the same; the increase slightly less. The (kol) or rent rate was fixed according to capability of field, and the increase according to necessity or rapacity of talookdar. If a field increased in capability by the industry

industry of the cultivator, his rent rate for that field was increased. This never actually occurred to my knowledge in this village, but I know this was the Nawabee custom.

Pooktaders OODIT NARAIN, Tewarry, BHOWANY DEEN, Tewarry.

Will not reply to my questions. They are only Brahmins, and will not speak. They only give evasive, double-meaning answers.

Kirenda of Talookdar.

Says cultivators have no rights, and landlord can raise rents when he likes.

*Camp Nourahie, the 19th December 1864.*

*Judgment.*—I consider all the cultivators in this village are mere tenants-at-will. The only caste that has advanced anything in the shape of a claim is the Brahmins, and what they say amounts to no more than this, that they would wish their present rate of rent to be perpetuated, but they acknowledge that the talookdar used to raise their rent when his own jumma was raised, and I consider it is owing to the fact of the present rent being as much as they can pay that alone makes the Brahmins wish it to be allowed to remain at its present figure rather than be altered, in case it might be raised again still higher, because there has been a systematic mode of raising and levying the rents in this village. I do not see that the cultivators can claim this as a right, for the landlord can surely change his system if he wishes; for a system that may suit the present time may not suit the state of the village hereafter.

A custom appears in this village to have been to raise the rent when the jumma of the landlord was raised; and, according to this, if the custom is followed, the landlord will have the right to raise the rent if the new assessment exceeds the present jumma paid by landlord. It will be seen too that one of these Brahmins, No. 3, has exercised the cultivator's right of throwing up his cultivation, and throwing it on the shoulders of the landlord to provide for its future management, proving that this cultivator at least considers himself free of all duties connected with the village of the lands; and if he has no duties binding on him as cultivator, he has no right. Considering, then, that the arrangements for collecting the rents in this village from the Brahmins, who are the only cultivators who assert anything approaching to a right, are merely some private management of the landlord, and cannot be considered as one to be claimed as a right, inasmuch as these cultivators acknowledge power of landlord to raise rent, and considering that none of the other cultivators in the village neither claim nor assert any right:—

*Decrec.*—That the cultivators in this village, according to the list attached to this file, are merely tenants-at-will.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settl. Officer.

**LIST of CULTIVATORS of the Village Pandy Paikowlee, Uslee and Dakhilee, Mehal Khemapore and Talooka Dhera, Pergunnah Majhowra.**

Serial No. of Assaues.	Names of Cultivators and Caste.	No of Beegahs.	Jumma.	Average Rate of Rent per Beegah on Holding.	No. of Generations.	No. of Years each Individual has cultivated himself.	REMARKS.	
	CLASS I.—BRAHMINs.	B. B.	RS. A. P.	RS. A. P.				
1	Ramgolam Patuk - -	1 8	2 0 3	1 7 0	10	15	Resident of Chutree-putte.	
2	Sookha ditto - -	0 17	1 12 0	2 1 0				
3	Ramgobind ditto - -	1 18	8 0 0	4 3 5				
	CLASS II.—KYETH.							
4	Seonarain Lall - -	0 16	4 8 0	5 10 3	10	20		
	CLASS III.—KOORMEES.							
5	Nundoo } One ances-	11 4	24 7 9	2 3 0	4	17		
6	Bukhtawur } tor.	5 13	16 10 0	2 15 2				
7	Sookha }	1 13	3 7 9	2 1 10				
8	Dyal } One ances-	3 14	18 0 0	4 13 11	3	8		
9	Gherao } tor.	1 7	6 0 0	4 7 4				
10	Seopersaud }	1 15	8 8 0	4 13 9				
11	Suttun }	1 19	8 14 0	4 8 9				
12	Rughober }	2 2	9 0 0	4 4 7				
13	Goolzar }	0 18	1 0 0	1 1 9				
	CLASS IV.—KAHARS.							
14	Jokho - - -	7 16	13 9 6	1 11 10	3	16		
15	Jhengour - -	5 9	10 11 0	1 11 4				
	CLASS V.—BUNYA.							
16	Gunga - - -	2 12	10 0 0	3 13 6	3	5	Ancestors never cultivated.	
	CLASS VI.—AHEERS.							
17	Kooty { One ances-	3 7	12 4 0	3 10 7	4	40		
18	Bukhtawur } tor.	10 1	12 13 0	1 4 5				
19	Beputt }	0 8	0 6 0	0 15 0				
	CLASS VII.—GUDURYA.							
20	Badh - - -	0 18	0 9 0	0 10 0	4	9		
	CLASS VIII.—CHUMAR.							
21	Sudhace - - -	0 8	0 6 0		4	10		
	CLASS IX.							
22	Bundhoo - - -	0 18	2 0 0		4	4		

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settl. Officer.

*Camp Pandy Paikowlee, the 3rd December 1864.*

*Mouzah Pandy Paikowlee, in Mehal Khemapore, talooka Dhera, one share, Talooka Bhely, one share.*

Canoongo states :—

This mouzah belonged to Brahmins, who claim for pookhtadar's right, and the ancestors of present kuboolyutdars acquired it some 90 years ago, and have held ever since.

*Court.*—Previous investigations in the 12 Khemapore Mehals have elicited that the talookdars of Dhera and Bhely acquired a share in the village by purchase of the same from some of the zemindars, hence the cause of their talookas appearing at head of this case.

**CLASS I.**

No. 1, RAMGOLAM PATTUK; No. 2, SOOKHA PATTUK; No. 3, RAMGOBIND PATTUK.

All say we are the Oprohits of the Pandys who are the pookhtadars of this village, and we have always held these lands; at least we can speak for last 15 years, but cannot say

say what our ancestors did, and have paid the sums we now do. We have no right, and the owners of the village have a right to turn us out if they get a higher bid from an outsider. We have no right as kashtkars. Our family have been in the village for 10 generations or more. We have no more rights than any cultivator of a lower caste than ourselves. We came in with the Pandys, the proprietors of the village, and got this land as their Ooprohits. We have a bagh maafee. We make no claim.

## CLASS II.

No. 4 says:—

I am of the family of the putwaree, and am, indeed, a putwaree of another village close by. My family have been 10 generations in the village, and have, I believe, always held the same fields; and I can speak for 20 years, and during that time I have always held the same fields and paid the same rent. The land was not given to me in lieu of my services as putwaree, but as maintenance. The rent is high, and I can't always pay it. I consider I have no rights, and if an outsider were to make a higher bid and I could not pay it, the proprietors would have perfect right to oust me, and I would not complain to the Courts, because I know I have no rights. I have never been evicted.

## CLASS III.

Nos. 5 to 13 inclusive say:—

All but No. 13 present, for he is a Pykasht in village Chuttreeputtee. Nos. 5, 6, 7 say we have been four generations in the village; all the rest say they have been three generations. One spokesman, Suttun, says we have no rights. We have kashtkars' rights. We do not know what that means. We have the right to cultivate the lands and pay rent; if an outsider bids higher than us, the proprietors could turn us out. We cannot mortgage our fields without permission of proprietor. Our children will inherit our lands if the proprietors choose, not otherwise. We have never lost possession, and have always paid Rupees 4 for our goind land per beegah (pucka). Nos. 5, 6, 7 say our lands are mostly Paloo and Majah. "Suttun" proceeds: when our ancestors came into village, I believe they found cultivated lands ready for them, and they did not break up new soil or cut down jungle. The fields we held have never been changed, and it is not the custom of the village to do so. I have been 25 years in the village myself. All the Koormees agree to what the spokesman says, and confirm his statements.

## CLASS IV.

Nos. 14 and 15 inclusive, Kahars, JHENGOUR, state:—

We are descended from same ancestors. We have no claim against the proprietors. We have the right of kashtkars; can't say what that is. We cultivate and pay; and as long as we pay rent, we have a right of cultivating. We have no right to a fixed rent. The proprietor can't take more from us than we can pay. We pay high enough, for our lands are Paloo. The proprietors have right to take a higher rent from an outsider. We have always held possession and paid the same rate. We have never had our lands changed. It is not the custom in the village to change the lands. We cannot mortgage the land we hold, nor will our children inherit, without the permission of the proprietors. We have never known an instance of a son not succeeding his father (since we have been in the village) amongst ourselves. I pay according to the mirh kol rates, but if the proprietor were to raise it, we would not complain, for we have no right to have it at that rate; if we could pay the increased rate, we would; if not, would leave the land. I believe our ancestors got cultivated lands given them when they first came into the village, and did not cut down jungle or break up new ground.

## CLASS V.

No. 16, GUNGA, Bunya, says:—

My family have been in the village for three generations, but none of them cultivated before me, and have done so only for last five years. I have no right; the proprietors can do just as they like.

## CLASS VI.

Nos. 17 to 19 inclusive, BUKHTAWUR, Aheer, spokesman, state—

As the Kahar, in answer to the same questions. The only difference is that No. 19 says his father and grandfather never cultivated, and he cannot tell if his ancestors

before them ever did or not; he is the first of the family that he knows of who has cultivated. He says he has no right.

CLASSES VIII., IX., X.

Nos. 20, 21, 22 say:—

All say we have only cultivated for a few years, and our ancestors before did not cultivate; they did service and acted as ploughmen. Except the Dhoonias, who carried on their profession of cotton cleaning and preparing, we have none of us any rights. The proprietors can do what they like with us; we have no claim against the proprietors. What the other cultivators have said we have heard, and their statements and ours are alike as regards having no rights.

Putwaree GOORDUTT LALL says:—

The cultivators have no right; they cultivate as long as they can pay, and if they can't do that then they leave, or the proprietor arranges for its cultivation either as seer or through some other cultivator. If the former cultivator returns, he will not necessarily get back the same land. The lands in the village belonging to cultivators are not changed from one to the other. Sometimes the proprietors have reduced the rent to retain a cultivator. The rate is fixed on the mirh kol principle. The rent has generally remained fixed, but if the lands improve, or the village becomes better inhabited, or from other reasons the mirh kol improves them, the rent will improve. There is no difference made between old and new residents. A son generally gets the lands that his father held, but it is at the pleasure of the proprietors.

RAMPERSHAD, PANDY, and others who claim pookhtadaree right, *i.e.*, a proprietary right.

For the last 25 years I can speak from personal knowledge, and during that time the rate for cultivator had been fixed at the mirh kol rate, and that has been Goind Rupees 3-8, Majah Rupees 4, Paloo Rupee 1 and 12 annas, and this is the rate now. As long as the cultivator can pay, he holds the land, but if he cannot pay, then we make the land our seer, or cultivate by others. The cultivators have no rights. We being Brahmins can't plough ourselves, and therefore we take care of our cultivators, and they on their parts cultivate for their livelihood. If a cultivator leaves, and we have given his land to another, and the former man returns, we can't give him back his original land, because it has already been made over to another, but we give him some lands from our seer land. We would only do this if the cultivator was a good one, and one likely to pay his rent; but we do not do it because we consider that the cultivator has a right. We make no difference between the rate of old and new cultivators. When our jumma was raised we did not raise the rents of our cultivators, and this merely because we did not want our cultivators to run away, which they would have done if we had raised their rent too much. The cultivators of other villages around fled from the same cause, and therefore we took care that ours should not.

The Kuboolyutdars of 9 mehals of Khemapore and Karaidah of Dhera say:—

We have held this village in our kuboolyut for many years, and when our jumma was raised, then we raised the payments of the Brahmins, who claim a pookhta right, and also the rents of the cultivators. There are two puttees in this village that were held cutcha, and we raised the rents of these cultivators when we had our own jumma raised. We always made all castes pay according to the mirh kol principle, that is, on Goind, Majah, Paloo; and if a Brahmin held fields in each of these three situations next door to a Koormee, both the cultivators would pay exactly alike. Cultivators have no rights. If we raised the rent of a Koormee, we raised that of a Brahmin at the same rate, whatever that might be.

Case postponed till further cases have been investigated.

*Camp Fyzabad, the 14th December 1864.*

CANOONGOE questioned and replies as follows:—

*Vide* the written questions and replies in the vernacular proceedings, Cannongoe of Pergunnah Majhaura.

A. I.—If there is any written agreement, then the koshtkar is entitled to a fixed rent; if there be no such written agreement, the cultivator has not got the right of holding at a fixed rent, nor is it the custom of the pergunnah that he should hold at a fixed rate.

A. II.—A

A. II.—A cultivator who cut down trees, jungle, and brought the land under cultivation, or built a well, or made an embankment or canal to facilitate irrigation, or who built a village (a Poornah), is entitled to a lower rate of rents than one who has not done these things, and this is the custom of the pergunnah. There is no fixed rate or fixed mode in which this decrease would be shown. Brahmins and Chutrees cultivate at lower rates because of their caste, and the lower rate takes the form of 1 or 2 annas per Rupee 1 on their rent being remitted.

A. III.—If the jumma of the landlord was increased, and the rents of the cultivators consequently raised, the increase would be less on Brahmins and Chutrees.

A. IV.—The resident cultivators have a right to the rates of rent paid for the neighbouring fields of same kind (mirh kol); though they be old or new cultivators, it is all the same.

A. V.—If an outsider made an higher bid for the field, and former cultivator did not agree to pay the same, the landlord could accept the outsider's bid, but if the former cultivator would pay the higher rate, he would have the right to hold the land.

A. VI.—The cultivator on losing possession loses all rights as a cultivator.

*Vide* also the kyfeut of the three canoongoes of Pergunnahs Aldemow, Soorhoorpore, Majhaura, and Sudder Canoongoe.

*Camp Sunna Gihât, the 20th December 1864.*

*Judgment.*—Mouzah Pandy Paikowlee is a large village belonging according to settlement to the Khemapore Mufied, Mehals, kuboolyutdars and to the talookahdars of Dhera and Bhely. The former has the portion of this village that he holds included in his Sunnud, but the latter has not.

2d.—There are altogether 10 Khemapore Mehals; besides which there are two mehals named Soonawan, which are connected with the Khemapore Mehals in this way, that though the mehals of both Khemapore and Soonawan are separate as regards rights, interests, and management, still they have portions of the same mouzah in a great many mouzahs.

3d.—In this particular village there are no less than seven Khemapore Mehals and two talookas that are represented. The 10 Soonawan Mehals have no connection with the village. The Dhera Talookdar obtained his portion in 1262 Fuslee, or thereabouts, and the Bhely Talookdar only in 1264 Fuslee.

4th.—But besides this there are the ex-proprietors of the village, Brahmins who, in the common parlance of the district, call themselves "pookhtadars," paying the jumma they have to pay through the present kuboolyutdars and through their ancestors before them for the last 90 years. These pookhtadars have never been settled with direct by the Government of the day for all this period, but they assert possession for all this time, and though their claim has not been as yet investigated, yet the statement of the present kuboolyutdars in the present enquiry shows that they have always received their jumma for this village from the Brahmins.

5th.—I have recorded the above, so as to enable the higher Courts to understand the general state of the village; and this will also account for my taking down the statement of the pookhtadars as well as that of the kuboolyutdars.

6th.—Regarding the cultivators, the list attached to the proceedings of this investigation shows that they are of various castes, of various lengths of cultivating periods, and some of many generations, and others of few generations; yet they one and all say they have no claim to make, that they have no rights, and that their landlord could take the higher bid of an outsider. Some add that the proprietors can do as they like with them; that they have koshtkars' rights, but they do not know what this means. As long as they pay the rent they have a right to cultivate.

7th.—On the other hand, they all state they have been kept in possession of the same lands and not evicted, nor have their lands been changed, and that the rent taken on the Goind, Majah, Paloo (i. e., outlying and inlying) lands is according to the capabilities of each field, and that though the landlord has a right to raise the rent, yet the rent in this village has not been raised.

8th.—The putwaree confirms the statement of the cultivators fairly, and says the rent in this village has been fixed according to the capability of the field, and this rent has been continued to be taken without alteration; but if from any cause capability of the field increases, so will the rent increase.

9th.—The Brahmins, ex-proprietors, who claim pookhtadaree right (i. e., proprietary right), say the rent has been fixed according to capability of field, and that, when their own payment (jumma) was raised, they still did not raise the rent of the cultivators, and



this simply because they did not want by oppression and rack-renting to drive away their tenants. They deny that the cultivator has any right, and say as long as a cultivator can pay rent, he is entitled to cultivate; if he cannot pay, he must go.

10th.—The fact of the rent being fixed now and before cannot constitute a right, for this can only be construed into the fact of the landlord for his own comfort adopting a system suited to his interests. It is eminently so in this village, for here are subordinate holders, the remains of the ex-proprietary community, with so much vitality in them, that they hold nearly the whole of the village and pay a fixed jumma, because they found it best for their own interest to do so, collecting at a fixed rent from their cultivators; their motive being, they themselves say, to keep their tenants from running away. I think also that experience has taught us that there must have been also a political motive, for, had the tenants fled and their lands remained uncultivated, most likely the Chutree *kuboolyutdars* would have seized the opportunity by cultivating the lands themselves, and eventually seizing them, and thus obtain a footing in the village: that would have led to our seizure of the whole, and the upsetting of the subordinate holder's (the Brahmin's) rights. Thus the fixed rate was doubtless the most convenient way to all concerned of taking the rent, but it cannot constitute a right.

11th.—As, therefore, none of the cultivators of this village whose names appear in the list attached advance any claim, and as they all acknowledge themselves to be at the call of the proprietors, who, they say, can evict or take the bid of an outsider, I decree that all the cultivators as per list attached are tenants-at-will.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settl. Officer.

LIST of CULTIVATORS of the Village Ahrolee, Talooka Meyoopore and Dourooah Meyoopore Buragaon, Pergunnah Majhaura.

Serial No. of Assamees.	Names of Cultivators and Caste.	No. of Beegahs.	Jumma.	Average Rate per Beegah on Holding.	No. of Generations.	No. of Years each Individual has cultivated himself.	REMARKS.
CLASS I.—CHUTREES.							
1	Zerawur Sing Rowter -	12 5	32 0 0	2 9 9	None.	20	Pykasht from Bus-suntapore. Ramdasputtee.
2	Chetoo Sing Rambulluck -	2 6	5 0 0	2 2 9	1	20	
3	Nypal Sing, by son Gujadhur.	4 13	9 8 0	2 1 9	3	40	
4	Ghumundah Sing -	0 1	0 2 0	2 8 0	—	—	Ditto.
5	Khulle Sing -	0 9	1 0 0	2 3 7	2	20	
CLASS II.—KOORMEES.							
6	Nidhee -	2 16	10 11 0	3 13 1	—	20	One ancestor.
7	Fagoo -	1 11	4 11 0	3 0 4	—	20	
8	Goolzar (son of Budull) -	1 10	7 9 0	5 0 8	—	20	
9	Koolmun -	0 11	2 4 0	4 1 5	2	4	Another do.
10	Goolzur, son of Sahae -	2 17	13 2 0	4 9 8	2	9	
11	Sootedhan -	3 1	10 3 3	3 5 7		8	
12	Sunkur -	1 13	5 10 9	3 7 0	—	15	A separate do.
CLASS III.—KOOREE.							
13	Madhoo -	3 7	14 5 6	4 4 6	—	40	Pykasht; resident of Ramdasputtee.
CLASS IV.—HULWARE.							
14	Bhondoo -	1 5	6 4 0	5 0 0	3	1	
CLASS V.—KAHARS.							
15	Kooty -	0 9	2 4 0	5 0 0	3	20	One ancestor.
16	Sookhram -	1 7	5 0 0	3 12 9		20	
17	Sumjhawan -	1 10	5 15 6	3 15 8		2	5
CLASS VI.—BHURS.							
18	Chharroo -	0 17	1 8 0	1 11 9	—	3	Died to-day.
19	Boojhawun -	1 10	4 12 0	3 2 8	—	—	
20	Fully -	2 19	8 8 0	2 14 1	3	8	
21	Jeohadh -	0 17	2 12 0	3 3 8	—	15	
CLASS VII.—CHUMAR.							
22	Bhondoo -	1 0	3 8 0	3 2 11	2	3	Pykasht; resident of Bheorah.

Camp Rookmungulpore,  
the 7th December 1864.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settl. Officer.

*Camp Rookmungulpore, the 7th December 1864.*

*Mouzah Ahrolee, Talookas Meyoopore, Dourooah, Baboo Oudrez Sing; Talookas Meyoopore, Buragaon, Baboo Umrez Sing.*

Canoongoe states:—

This village originally belonged to the Rowtar Chutrees. In 1243 Fuslee Baboo Oudrez Sing obtained 12 biswas, and has always held and holds now 6 biswas. Baboo Bakur Hussein, of Talooka Peerpore, obtained in 1234 Fuslee, but Baboo Oudrez Sing holds these 6 biswas, and got them included in his kuboolyut in 1266 Fuslee at summary settlement. The remaining 2 biswas were held kham by Government from 1257 Fuslee up to 1264 Fuslee, when these, with the whole village, were settled with Rowtars. In 1266 Fuslee Baboo Umrez Sing got them in his kuboolyut, and holds now. From 1234 Fuslee up to 1257 Fuslee these 2 biswas changed ownership often, and it was owing to the squabbles engendered by the frequent changes that in 1257 Fuslee the village was held kham.

Nos. 1 to 5, Rowtar Chutrees.

No. 2 died last October, and his son, Bam Bulluck (who appears), cultivates the land now, and appears to answer in this investigation.

No. 4 is absent.

No. 3 appears by his son, Gujadhur, who is about 30 years old, his father being absent on a visit to his relations.

They all say we are from a common ancestor, and are pookhtadars in one puttee in the village, but are koshtkars of the lands we cultivate in another puttee. One puttee is called Umrez Sing's puttee because he holds it. We are pookhtadars in the 18 biswas held by Baboo Oudrez Sing.

No. 1 says I used always to pay Rupees 22 in the Nawabee time, but since the British rule I have paid Rupees 32, and pay that now. I cultivate in the puttee held by Umrez Sing. My father did not cultivate the lands I now hold as cultivator, nor did any one of my family before me. I have cultivated for 20 years; I first got the lands from Zubber Sing, the former proprietor of the lands, but when in 1266 Fuslee Baboo Umrez Sing got the 2 biswas settled with him, he made me pay Rupees 10 more rent.

Nos. 3 and 5 say we cultivate certain lands in the puttee held by Baboo Oudrez Sing. These lands belonged really to Kalkah Sing and others, a putteedar who has a pookhtadar's right in the same, and in a share of the whole of the 18 biswas of the village held by Baboo Oudrez Sing. Our rent is the same now as it was in the Nawabee time, and has not changed.

No. 2 says, I, like No. 1, cultivate in the puttee held by Baboo Umrez Sing. I, like No. 1, got my land that I cultivate from Zubber Sing, the former proprietor; but, unlike No. 1, my rent was not raised by Baboo Umrez Sing in 1267 Fuslee, when he got 2 biswas in his kuboolyut settled with him. It was only a small portion of land that I cultivate, and therefore rent was not raised.

No. 1 continues, if Umrez Sing was to demand more than Rupees 32 from me, I think he would be doing me a wrong. I consider it is my right to cultivate the fields I hold from him as cultivator at the fixed rate of Rupees 32, and all my descendants would have the same right. I have never been evicted, and the lands I now hold have never been changed for others since I have cultivated them.

No. 2 says the same as No. 1.

Nos. 3 and 5 say, we have no rights; the proprietor can do as he likes; he might take an outsider's higher bid, or turn us out, if he wished, for we have no right whatever as cultivators.

Nos. 6 to 12, Koormees, say:—

We all cultivate in that portion of the village held by Baboo Oudrez Sing; we have never had our rents raised, and what we pay now we paid in the Nawabee time. Our children ought to have our lands when we die, but the proprietors can do as they like. We ought to cultivate always on the same rent; then they say the proprietor could raise our rents if his jumma was raised. We consider ourselves quite at the will of the proprietors, and they can do as they like. We have always held possession of the lands we cultivate, and they have never been changed for others. If the rents were raised over the whole village, the rate would be the same for all the cultivators, be they old or new,

unless the latter were of only one year's standing, and then they would be rated lower for that one year, but afterwards they would have to pay at the same rates as the other and older cultivators. On Brahmins and Chutrees the rate would be lower, because they have to employ ploughmen. The rates of rent are according to mirh kol rate. There are no Brahmin cultivators in this village. The present village rates are Rupees 2-4 Goind, Rupees 1-8, and 1 Majah, 8 annas paloo per cutcha beegah, which for a pucka beegah would be just double. Goind and jumaie, majah and kole, paloo and furdah, mean the same thing.

Nos. 13 to 17 inclusive say :—

No. 14 cultivated only since last Asar, and none of his family ever cultivated before him, and therefore is out of this investigation, for he says he has no claim to make and has no right.

All say the same, and declare they have no claim and no right, and the proprietors have a right to do as they like; always paid the same rates; always held possession, and their lands have never been changed.

Nos. 18 to 21 inclusive, Bhurs :—

No. 18 died to day; all descended from separate ancestors.

All say the same: we have no rights, nor do we claim anything; the proprietors can do as they like in every way.

No. 22 says :—

Appears for his wife, who says he has no right, and the answers are the same to the same questions.

BRUANEYSEWRICK since 18 years; BOURUNY BEETH since 1266 Fuslee; RAM DUTT 10 years; GYABDEEN 10 years.

All putwarees of Baboo Oudrez Sing, and they say the rent of the cultivators have always been fixed since they have known anything about the village. Their fathers and grandfather were putwarees in the village before them. The rates are goind or jumaie Rupees 5-1, 4-8, 3-6 per pucka beegah; majah and kole Rupees 2-13, 2-4; furdah or paloo Rupees 1-11 and 1-2.

GOOLZAR, 40 years service, Putwaree of UMREZ SING,

Says the same as the others, and explains that in the Nawabee the rate was lower, but then there were extras taken, and when the British rule was established, then the extras and the rent rate were all considered and a calculation made, and then the above rate was fixed; but really the rent rate has not varied, and is now the same as in the Nawabee time. The cultivators have no rights, for, if they do not pay an increased rent, the proprietor can turn them out if he likes, and they have no right to complain. When the rate of rent was raised on the assamees, the Brahmins' and Chutrees' rent was raised less proportionately because of their caste, for they have to keep ploughmen, and of course their farming costs them more than that of a Koormee would cost him.

All the other putwarees acknowledge Goolzar's statement as correct.

KALKAH SING, Pookhtadar.

I am a pookhtadar claimant in Oudrez Sing's share in the village, and have always held. Cultivators have no rights. I have never raised the rent, because my jumma has never been raised; otherwise I would have raised the rent, for I have a right to do so. I have never dispossessed any cultivator; they have always held at a fixed rate, and that because they have always done so. The fields are not chopped and changed from one cultivator to another, unless they leave their fields. A son would generally obtain the fields his father had cultivated, but not from any right, for if an outsider came and offered a higher rent, he would have the land in preference to the son of the former cultivator.

BUNSEE, Tewarry, says :—

I am a claimant for pookhtadar's right in the share held by Umrez Sing. The cultivator has no right. The rent though was not a fixed one, for in the Nawabee these used to be taken entire; thus if the rent was Rupees 2, Rupees 2-8 would be taken, a one-fourth being increase. Since British rule the Nawabee rate plus the increase has been fixed as the rent rate. If an outsider bid higher, his offer would be taken.

*Camp Kurmpore, the 10th December 1864.*

RAMOUTAR, Mookhtear of BABOO OUDEZ SING, Talookdar, says:—

I do not know the state of affairs in the village regarding his cultivators; the pookhtadars of the village will know. My master used to raise the jumma of the pookhtadars, and all I know is that we used to receive pookhta from them. The villages in the pergunnah belonging to my master have all of them pookhtadars in them, but one puttee in village Beurah and others is held kham by my master, and in the puttee the dusbundee rent rate of the cultivators is fixed; but in the Nawabee an increase used to be taken of so many annas per Rupee whenever the talookadar wished to do so, and when the British rule commenced then the old rent rates, plus the increase, were lumped together, and made in the present rent rate. The cultivators have no rights; the talookadar can do as he likes with them.

*Camp Nourahee, the 19th December 1864.*

*Judgment.*—Of all the cultivators in this village, as shown in the list attached to the proceedings, only two make an assertion amounting to anything like a claim. These are both Chutrees; one (No. 1) whose father and family have not cultivated before him; the other (No. 2) being in the second generation only. No. 1 acknowledges he pays a higher rent than he did under the native rule, while No. 2 says his rent was not raised solely because his holding is a very small one, while all the other cultivators of every caste in this village acknowledge the right of the landlord to raise their rent if he likes, though they demand such an exercise of this right because of the hardship it would be to them; the two above-mentioned Chutrees alone deny the landlord's right to raise. I do not believe them, for the whole of the investigation believes the statement of these two men. Like as in other villages, so in this one, the rent seems to have been settled and paid on a systematical arrangement, and to have been a fixed arrangement; but inasmuch as that the right of the landlord to raise the rent is generally acknowledged, and the cultivators admit they have no claim to make, I consider this fixed arrangement cannot be construed into a right, and that it is solely the private arrangement of a landlord for the management of his village; and the fact of his raising the rents by adding an increase of one to two annas or more per rupee when he required it during the native rule, and the fact of his raising the rent of cultivator (No. 1) at commencement of the British rule, and of his lumping the old rent rate and the increase on the same into one, and calling it the present rent rate, shows that, whatever the theory may be, the landlord in this village has practically exercised the right of making any arrangements for his rent rate that he considered the best for his own interests.

I therefore decree that all the cultivators of this village, as shown in the list attached to these proceedings, are tenants-at-will.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settl. Officer.

LIST of CULTIVATORS of the Village Subuah, Uslee and Dakhilee, Talooka Peerpore, Pergunnah Majhowra.

Serial No. of Assameses.	Names of Cultivators and Caste.	No. of Beegahs.	Jumma.	Average Rate per Beegah on Holding.	No. of Generations.	No. of Years each Individual has cultivated himself.	REMARKS.
I.—BRAHMINS.							
1	Koolfutt, Tewarry	2 2	4 10 3	2 3 3	50	3	One ancestor.
2	Ram Churrun, by son Ghurreeh.	6 7	13 4 9	2 0 6		15	
3	Mungull, Tewarry	7 2	16 3 6	2 4 7		4	
4	Ram Adheen, Tewarry	7 2	18 14 6	2 10 7		4	
5	Seochurrun, do.	2 3	5 7 9	2 8 10		47	
6	Bissonath, Tewarry, by son Gunness.	1 7	3 11 3	2 12 0	50	5	Pykasht; resident of Baharickpore; one ancestor.
7	Bussunthun, do.	0 19	2 0 0	2 1 9		7	
8	Durriaco, do.	0 17	2 5 6	2 12 2		40	
9	Doorga, do.	4 1	12 2 0	3 0 0		15	
10	Ramdutt, do.	2 11	5 2 9	2 0 6		8	
11	Ootar, do.	1 12	4 8 9	2 13 5	3	8	One ancestor.
12	Choty, do.	1 3	2 9 0	2 5 3		10	
13	Nundee Dabey	0 19	1 4 0	1 5 0	—	—	Dead.

Serial No. of Assamees.	Names of Cultivators and Caste.	No of Beegahs.	Jumma.	Average Rate per Beegah on Holding.	No. of Generations.	No. of Years each Individual has cultivated himself.	REMARKS.	
II.—CHUTREES.								
14	Doorga Sing - - -	7 1	11 6 0	1 9 10	4	30	Absent at Tehsil Kurrumpore. Absent, but his brother attends. Ill; cousin appears.	
15	Goolbass Sing, by brother Ramneunt	18 17	33 15 9	1 12 11				
16	Rughbeer Sing - - -	8 10	18 10 0	2 3 1				
17	Binda Sing - - -	25 2	44 5 0	1 12 3				
18	Bussawin Sing, by cousin Purgass.	14 4	35 2 6	2 7 7				
19	Muhraj Sing - - -	3 19	6 11 0	1 10 11			One ancestor.	
20	Muheep Sing - - -	6 11	17 5 6	2 10 5				
21	Ram Anund Sing - - -	1 18	2 3 0	1 2 4				
22	Bissonath Sing - - -	4 5	7 7 0	1 12 0				
23	Sumbhur Sing - - -	8 13	7 4 6	0 13 6				
24	Gopal Sing - - -	0 16	1 2 0	1 6 6				
25	Bhowany Buksh Sing - - -	0 14	1 2 0	1 9 9				
26	Seopall Sing - - -	2 19	4 8 0	1 8 5				
27	Oolundah Sing, by son Dowlut Sing.	0 15	3 12 0	5 0 0			2	Dead; son appears.
III.—KOORMEES.								
28	Pursottum - - -	31 18	86 2 0	2 11 3	100, all but No. 32.	50	One ancestor, except No. 32.	
29	Purmodh - - -	33 6	86 9 0	2 9 7				
30	Sabae - - -	1 14	2 6 0	1 6 4				
31	Goolbass - - -	3 14	12 12 9	3 7 4				
32	Sumjawun - - -	6 7	14 12 9	2 5 4				
33	Jurhundhun - - -	5 16	18 13 3	3 3 11				
IV.—KOOREES.								
34	Ramdeen - - -	3 0	9 10 0	3 3 4	None.	3	One ancestor. Another. Resident of Baharickpore; a separate ancestor.	
35	Jurhundhun - - -	1 19	8 8 3	4 5 8				
36	Seetull - - -	3 19	4 11 0	1 3 0				
V.—AHEERS.								
37	Seodyal - - -	5 16	16 6 9	2 13 4	10	7	Nos. 37 and 42 from one ancestor; Nos. 38, 39, 41 from one ancestor; present; each separate. Absent; ill; brother appears for him.	
38	Panchoo - - -	1 11	5 11 0	3 10 8	3	4		
39	Poordool - - -	5 15	16 6 6	2 13 8	3	5		
40	Doomun - - -	2 4	7 2 0	3 3 10	2	4		
41	Sudhaee, by brother Poordool, No. 39.	3 12	11 11 0	3 3 11	3	7	Pykasht.	
42	Goolzar - - -	0 12	2 7 0	4 0 10	10	12		
43	Rohnee - - -	2 9	7 8 0	3 1 0	3	15		
VI.—GUDARYA.								
44	Lautun - - -	1 19	2 10 0	1 5 6	None.	4	Pykasht.	
VII.—BUDHARE.								
45	Ramdeen - - -	1 15	2 10 0	1 8 0	None.	4	Pykasht.	
VIII.—KAHARS.								
46	Pursottum, by son Bheegur.	5 10	14 14 0	2 11 3	4	20	One ancestor.	
47	Somun - - -	4 7	11 2 0	2 8 11				
48	Ulgoo - - -	1 10	3 10 8	2 7 2				
IX.—KAHARS.								
49	Kaleedeen - - -	0 8	1 14 9	4 12 7	None. Do.	10	Separate ancestors.	
50	Jorawun - - -	0 11	1 2 0	2 0 10				
X.—HUJJAM.								
51	Kaleedeen - - -	3 10	10 10 0	3 0 7	3	12		
XI.—TELEE.								
52	Budloo - - -	3 17	8 8 3	2 3 4	None.	7	Pykasht; resident of Baharickpore.	
XII.—BRUH.								
53	Linty - - -	7 16	11 0 0	1 6 7	Do.	10	Pykasht; resident of Sekhamia.	
XIII.—CHUMARS.								
54	Pursottum - - -	7 11	22 2 9	2 15 0	12	10	One ancestor.	
55	Dehee - - -	2 0	7 8 0	3 12 0				
56	Boodhoo, by son Jurhagh	0 12	1 0 0	1 10 8				
					None.	2	Pykasht; resident of Baharickpore.	

Camp Majhowra,  
the 8th December 1864.

(Sd.)

E. G. CLARKE, Capt.,  
Asstt. Settlt. Officer.

*Camp Majhowra Khass, the 8th December 1864.*

*Mouzah Subuah, Guzzuffur Hussein, Talooka Peerpore, Meer Baker Hussein.*

Canoongoe states:—

The original proprietary right belonged to Brahmins, Tewarrys, but for the last 46 years the village has been included in the talooka of Meer Baker Hussein, who holds now, and I believe the whole Mouzah, Uslee and Dakhilee, is in kham management of the talookdar. The Dakhilees are as follows:—

- |                 |                  |
|-----------------|------------------|
| 1. Tewarrypore, | 4. Oodussunpore, |
| 2. Kwajahpore,  | 5. Narainpore,   |
| 3. Kempore,     |                  |

and the proprietary right of these, like in Subuah (Uslee), belonged to Brahmins, and were all included at one and the same time in the talooka above named.

Nos. 1 to 13 inclusive.

No. 13 absent; he died the last year, and his son, a small boy seven years old, cultivates the land.

All Brahmins from 1 to 12, and they say, though we are Tewarrys, yet we are not of the same branch as the Tewarrys who were the former proprietors of the village, and we have no proprietary rights in the village; we are simple cultivators, and have always been so, and have no rights. They now say, on further questioning, that they are all Buteeas, and cultivate these lands as such. On cross-questioning it appears that Nos. 1 to 7 are the Buteea claimants, and the others are not. As, therefore, 1 to 7 are Buteeas, they do not belong to this investigation.

Nos. 8 to 12 say we have no claim to make; we have no rights; the proprietor might take a higher bid from an outsider and then turn us out, and we should not consider that any right of ours had been injured, for we have no rights. We have always held possession; our fields have never been chopped and changed with other cultivators or for other lands. Our present rates are Nawabee rent rates, and we can't afford to pay more: if more was demanded we should throw up our lands. We have no right to a fixed rent, but we have one simply because the rate we pay is the highest that can be paid for it. The son generally obtains the lands his father cultivated, but this is quite at the will of the proprietors. When the rents of the other cultivators were raised, then ours were too, but at a lower rate, and simply because we, being Brahmins, and having to keep ploughmen, had to incur more expense in letting our fields than the lower castes of cultivators had. The rent we pay now is the Nawabee rate plus the increase.

Nos. 14 to 27 inclusive.

No. 14 absent, and no one appears for him: some of the others are absent themselves, but their sons, or cousins, or near relatives, appear to answer for the absentees: all Powar Chutrees.

We have the right of cultivators; we have no proprietary rights of any nature; the cultivator's right is to occupy the land and pay a fixed rent. The rent we now pay we are entitled to pay for ever; whether the talookdar's jumma be raised or not does not signify; we have the right to pay the same fixed sum. Our holdings are hereditary; we never paid any increase on our rate of rent, and what we pay now is what we paid under the Native Government; when more was demanded, we did not pay. We are all pykashts, and live in "Kurumpore," the adjoining village, but are half a coss off over fields; we have no residence in this village. Regarding the other cultivators in the village, the Court must ask them, but they used to have their rents raised sometimes, but ours were not, because we would not pay more. We cannot pay more than we do now; if we were obliged to do so, we should complain to the Courts, and, if not upheld in our rights, we would leave the fields altogether, and would not cultivate them. We have always held possession, nor have our lands ever been changed, and it was not the custom in this village to change the fields of cultivators unless they had fled and thrown up their lands.

Nos. 28 to 33 inclusive, Koormees.

Originally we were many years ago the proprietors of the village, but we have lost the proprietary rights in the same for some generations back, and are now (ticcadars) lessees of the whole of Subuah Uslee, but have nothing to do with the Dakhilees. We pay a lump sum of Rupees 500 for Subuah Uslee, and are mokuddums; we have always paid

paid the same, and never had this sum increased, but we used to pay Rupees 425; but since 1262 Fuslee we have paid Rupees 500: we never paid less than Rupees 425, and the rate of rent as shown by the putwaree is a device of his own, and he has nothing to do with us. We pay the lump sum, and there's an end of the matter. The land shown opposite our names is our khoodkasht; we have a right by prescription to hold the lease; our right is to hold this lease, and if we are not upheld in this we have no other right left: we do not know what a cultivator's right (huk) means; we are entitled to the lease of the whole mouzah, and that's our right.

N.B.—As lessees of a plot of land, these men will not come under this investigation into cultivators' rights: the above refers to all the Koormees but No. 32.

No. 32.—I have no right to be a sharer in the lease of this village with the other Koormees; I do not belong to them. I am the first of our family that ever cultivated in this village, and I came into it two years ago only. I have no right. Then says, I have a right to hold the land I have now, and cannot pay more for it, and ought to be allowed to pay always the same; if more was demanded, I should run away, and outsider's higher bid could be taken, and I turned out, but I should think my rights had been injured. I have no claim to make.

Nos. 34 to 36 inclusive, Koorees.

No. 36 is a pykasht of a village a musket-shot off the fields; that he tills; the other two residents; all these are each of them the first members of their respective families that have come into the village.

We have no rights, Nos. 34 and 36, and the proprietor can do as he likes.

No. 35 says I would consider it a hardship if the bid of an outsider was taken and I turned out, and I consider I have the right to cultivate the fields I now hold, and pay the same rent always that I pay now, and my son ought to be allowed the lands after me, and at the same rate of rent.

Nos. 37 to 43 inclusive, Aheers.

Our ancestors all cultivated in this village according to the numbers of generations mentioned, and we have cultivated ourselves according to the number of years we have named. When our father was alone we cultivated, but the lands were recorded as theirs, not as ours. No. 43 says, I am a pykasht now, but my father used to live in Kooajapore before, but he fled and lived in another village, viz., village of Kurumpore, for he used to cultivate as a pykasht in that and as a resident in this village now to be reversed, and I cultivate as a resident in Kurumpore, and as a pykasht in this village: I cultivate the same lands as my father did.

We all consider that we are entitled to hold our present lands, and at the same rent as we pay now, and our sons and heirs ought to get the same lands after us. The proprietors could turn us out, and take the bid of a higher one, of an outsider, or he could evict us; but we should consider that our rights had been injured, and would complain to the Courts. Our rate of rent now is what we paid in the Nawabee time. We had to pay a rent, plus extras and increase of putwaree's wages and presents to zemindars, and this was in the shape of one or two annas per rupee more than our rent. Now we pay all this in one lump under name of rent. We have always held possession, and the fields have not been chopped and changed about with other cultivators. We pay the highest rent that these fields can be cultivated at.

Nos. 44 and 45 say:—

No. 44. I am a pykasht, and am the first of the family that have ever cultivated in this village.

No. 45. I am a pykasht, and am the first of the family that have ever cultivated in this village.

Both say we have no rights, and do not claim anything. We could not pay more than we pay now. We consider as long as we pay the rent we are entitled to the fields; if we were turned out, we would complain to the Courts, because we have manured our fields, but we do not know what rights we are entitled to. We never cultivated in this village under the Nawabee.



to pay increase of one or two annas per rupee on our rent in the Nawabee time, but since British rule we have had to pay the old rent plus the increase as rent, and thus our rates of rent have always been the same. We have manured our lands, and therefore think we are entitled to some respect. If the higher bid of an outsider was taken and we were turned out of our fields, we should complain to the Court, and leave it to decide if we had any right. We do not know if we have any right: we have no claim to make.

Nos. 49 and 50, Kahars, resident cultivators; No. 52, Oilman, Pykasht; No. 53, Bhur, Pykasht.

All of these say they have come in the village lately, and are the first members of their respective families that have cultivated in the same. We have no rights; we are at the mercy of the proprietor. If we were turned out of our lands, we should complain and leave the Courts to decide if we have any rights; we do not know if we have any; we cannot pay more rent than we pay now; we do not know if we have a right to a fixed rent; we have no claim to make.

No. 51, an Hujjam, says:—

The number of generations named that my ancestors have cultivated in the village is correct, as is also the number of years. I have cultivated myself. I have no rights. My rent has been increased in shape of one or two annas per Rupee during the Nawabee time. If I was evicted I should complain, &c. Rent as Nos. 49, 50, 52, and 53.

Nos. 54 to 56 inclusive, Chumars, say:—

No. 56, a pykasht of two years' standing; Nos. 54 and 55 old residents.

All say the same as Nos. 49, 50, 51, 52, 53.

*Court.*—Nos. 1 to 7 inclusive, which call themselves Buteeas, questioned regarding custom of village.

*Reply.*—Before British rule commenced cultivators had no rights, the proprietors did as they liked. If they wanted to keep their cultivators and encourage them, they were kind to them. The cultivator has no right, for the proprietor can raise their rent if he sees fit. Since British rule has commenced the cultivators all complain, and thus the proprietor's power is curtailed; but they have no rights beyond keeping the fields as long as they can pay the rent of the same. Fixed rent was not the custom of this village before the present Government began to rule. The rent was raised by so many annas per rupee just as the proprietor required, and this is why so many cultivators fled.

*Camp Kurumpore, the 10th December 1864.*

SEWGHOLAM, Putwaree.

I have been putwaree since 1255 Fuslec, and I have never seen the rent rate (kol) of the field changed. The (kol) had been fixed in this village before I came into it as putwaree, and is the same now. If a man came in as cultivator and took possession of a field, he would pay the (kol) of that field; and if he cultivated it for 15 years or any length of time, and improved it, he would pay the same. I speak of this village and what I know from my own knowledge. If the cultivator built a well, then he would have to pay more for his field; cultivators have no rights. The (kol) was increased by four annas, three annas, two annas, one anna, according to will of the talookdar, but this as far as I know only took place when his own jumma was raised by Government. The fields were not changed. The cultivators of this village have not been dispossessed of their fields during my time; they have some of them sometimes from poverty been unable to continue paying their rent, and have in consequence thrown up their cultivation and left. The rent-rate (dusbundee) in the Nawabee was the same as it is now, viz., Goind Rupees 43-2-8, Majah Rupees 3, 2-8, 2, Paloo Rupees 2, 1-8, 1-4, 1, per pucka or Government beegah, and it has not changed; upon this dusbundee the increase as above mentioned was taken. In this village (like, the Court says, it has been done in other villages) the dusbundee of Nawabee plus the increase taken then have not been lumped together to make the present rent rate. If the Government increases the jumma, the talookdar has to pay for his village. Will not the talookdar be entitled to raise the cultivator's rates? Is he to lose?

*N.B.*—This is the putwaree's answer; and when pressed by me to answer if it would be contrary to the *village custom* to raise the rent, he hesitated and shuffled in his answer, but upon the talookdar karindah whispering to him, the putwaree replied that it *would be* according to village custom to do so.

I have never known an instance of an outsider coming and making a higher bid for field of a cultivator, and the talookdar taking it and turning out the old cultivator; such a thing has never occurred in this village: but if an outsider were to do so, the talookdar would have the right to accept the bid and turn out the former cultivator if he liked, and if the old cultivator would not pay the higher rent bid.

*Camp Ukbourpore, the 12th December 1864.*

ELAHI BUKSH, Mookhtear of Talooka Meer Baker Hussein.

I have been in service only since 1264 Fuslee.

*Court.*—This man, being in service of talookdar only since 1264 Fuslee, is of no use to ascertain the custom of the Nawabee form.

*Camp Bilsir, the 7th January 1865.*

Case postponed till 20th instant because talookdar Ghuzzuffer Hussein wishes to produce some papers.

*Camp Baizpore, the 21st January 1865.*

Talookdar MEER BAKER HUSSEIN, himself present, replies:—

I answer for myself and uncle, Guzzuffur Hossein, the other talookdar, and he will acknowledge what I say to be same reply that he would give. My putwaree has 21 years' papers of different years, commencing at the year 1244 Fuslee, and if the Court will inspect these they will see that the payments of the Chutrees have not been at a fixed rate. *Papers produced.*

#### LIST of CULTIVATORS.

		1264 FUSLEE.			1262 FUSLEE.		
No.	Names of Cultivators.	Land held.	Amount.	Rate per Beegah.	Land held.	Amount.	Rate per Beegah.
SUBUACH (KHAAS).		B. B. B.	RS. A. P.	RS. A. P.	B. B. B.	RS. A. P.	RS. A. P.
1	Hunnomaun Sing	1 16 0	5 6 3	2 15 11	—	—	—
2	Sewlall Sing	11 5 10	19 7 0	1 14 0	—	—	—
3	Bussawun Sing	8 10 0	15 0 0	1 11 11	45 10 0	33 0 0	0 8 1
4	Raghbeer Sing	2 10 0	5 0 0	2 0 0	5 0 0	5 12 0	1 2 5
5	Maharaj Sing	—	—	—	8 0 0	8 0 0	1 0 0
6	Gopal Sing	—	—	—	4 5 0	3 0 0	0 11 3
7	Gisseeawun Sing	—	—	—	1 5 0	1 0 0	0 12 11
8	Sewsunkur Sing	—	—	—	21 0 0	21 8 0	1 4 6
9	Purgass	—	—	—	7 10 0	5 4 0	0 11 3
10	Goolhass Sing	—	—	—	5 10 0	8 0 0	1 2 5
11	Bissonauth	—	—	—	2 0 0	3 0 0	1 8 0
DACHULEE TEWAREEPORE.							
1	Sunnul Sing	5 14 0	9 9 0	1 10 8	2 16 5	2 9 0	0 14 7
2	Ruggal Sing	2 15 0	6 2 0	2 3 5	—	—	—
3	Bundoor Sing	3 15 0	3 13 3	1 0 3	7 0 0	4 2 6	0 9 6
4	Goolhak Sing	10 0 0	13 8 0	1 5 9	24 10 0	20 0 0	0 12 11
5	Bhowany Churn Sing	5 0 0	7 0 0	1 5 5	11 0 0	6 5 0	0 9 3
6	Bissonauth Sing	0 15 0	0 9 0	0 12 0	4 10 0	2 10 6	0 9 3
7	Nowrung Sing	1 10 0	3 0 0	2 0 0	—	—	—
8	Bindah Sing	—	—	—	1 12 10	1 11 8	1 0 11
9	Sewsunkur	—	—	—	4 10 0	2 10 6	0 9 3
10	Gisseeawun Sing	—	—	—	4 0 0	3 8 0	0 14 0
11	Gopal Sing	—	—	—	1 5 0	0 12 0	0 9 11

## LIST of CULTIVATORS.

No.	Names of Cultivators.	1261 FUSLEE.			1260 FUSLEE.		
		Land held.	Amount.	Rate per Beegah.	Land held.	Amount.	Rate per Beegah.
SUBUAH (KHASS).		B. B. B.	RS. A. P.	RS. A. P.	B. B. B.	RS. A. P.	RS. A. P.
1	Bissawun Sing - - -	29 0 0	22 0 0	0 14 6	29 10 0	18 6 0	0 10 0
2	Sew Lall - - -	—	—	—	17 10 0	11 12 0	0 10 9
3	Rugbeer - - -	—	—	—	5 0 0	5 0 0	1 0 0
4	Koodoo Sing - - -	—	—	—	3 15 0	5 2 0	1 5 9
5	Sunul - - -	—	—	—	4 10 0	3 11 0	0 13 1
6	Gisseeawun - - -	—	—	—	1 5 0	0 15 0	0 12 0
7	Gopal - - -	—	—	—	8 0 0	5 0 0	0 10 0
8	Bhowany Churn - - -	—	—	—	5 0 0	4 6 0	0 14 0
9	Sewsunker - - -	—	—	—	5 0 0	6 0 0	1 3 2
DAKHILEE TEWAREEPORE.							
1	Goolbas Sing - - -	24 0 0	19 8 0	0 14 3	11 15 0	15 2 0	1 4 6
2	Sunker* - - -	4 10 0	2 11 0	0 9 2	—	—	—
3	Bissonauth - - -	4 10 0	2 11 0	0 9 2	2 10 0	2 8 0	1 0 0
4	Maheep - - -	12 0 0	7 8 0	0 10 0	2 0 0	1 8 0	0 12 0
5	Bhowany Churn - - -	11 0 0	7 12 0	0 11 3	5 0 0	7 4 0	1 7 2
6	Audaun - - -	1 5 0	0 14 0	0 11 0	—	—	—
7	Gopal - - -	1 5 0	0 12 0	0 9 7	—	—	—
8	Issurree - - -	1 5 0	0 12 0	0 9 7	0 10 0	0 10 0	1 4 0
9	Bindah - - -	6 10 0	4 14 0	0 12 0	—	—	—
10	Sumbhur - - -	4 0 0	2 12 0	0 11 0	—	—	—
11	Bhowany - - -	—	—	—	5 5 0	9 0 0	1 11 11
12	Purgass - - -	—	—	—	0 15 0	0 18 0	1 8 0
13	Bunoor - - -	—	—	—	3 15 0	5 0 0	1 6 2

\* Jugga Sing was a sharer in 1260 Fuslee with this man.

## LIST of CULTIVATORS.

No.	Names of Cultivators.	1259 FUSLEE.			1258 FUSLEE.		
		Land held.	Amount.	Rate per Beegah.	Land held.	Amount.	Rate per Beegah.
SUBUAH (KHASS).		B. B. B.	RS. A. P.	RS. A. P.	B. B. B.	RS. A. P.	RS. A. P.
1	Sew Lall Sing	13 0 0	15 2 0	1 2 7	16 12 10	21 3 0	1 4 5
2	Sewsunkur Sing	10 5 0	15 4 0	1 7 9	11 15 0	23 0 0	1 15 3
3	Bhowany Churn	5 10 0	7 5 0	1 5 3	5 10 0	7 5 0	1 5 3
4	Gopal Sing	3 15 0	5 0 0	1 5 4	3 15 0	5 8 0	1 7 6
5	Gisseeawun	12 12 10	0 12 0	1 4 0	—	—	—
6	Juggah	2 9 0	3 14 0	1 9 4	2 4 0	2 7 0	1 1 7
7	Soobhow	2 1 10	2 12 0	1 5 2	2 1 10	2 12 0	1 5 2
8	Bunoor	0 10 0	0 9 0	1 2 0	0 10 0	0 9 0	1 2 6
9	Goolbas	7 5 0	7 5 6	1 0 3	12 15 0	10 3 0	0 12 9
10	Bussawun	18 0 0	20 3 0	1 2 5	13 15 0	13 9 0	1 0 3
11	Sunnabhur	10 0 0	10 0 0	1 0 0	8 10 0	9 4 9	1 1 6
12	Bhowany	1 5 0	1 8 0	1 3 2	1 12 10	1 15 0	1 12 10
13	Rugbeer	2 10 0	5 0 0	2 0 0	8 0 0	7 12 0	0 15 6
14	Bissonauth	—	—	—	0 15 0	1 2 0	1 8 0
15	Ruttoo	—	—	—	5 0 0	8 10 0	1 11 7
DAKHILEE TEWAREEPORE.							
1	Goolbas	11 15 0	14 15 0	1 4 4	11 15 0	15 3 0	1 4 8
2	Issurree Sing	1 10 0	1 12 0	1 8 0	0 10 0	0 6 0	0 12 0
3	Audam	8 8 0	8 0 0	0 15 3	8 8 0	8 0 0	0 15 3
4	Bussawun	2 12 10	4 14 0	1 13 8	6 17 0	11 3 0	1 9 5
5	Bhowany Sing	5 2 10	9 0 0	1 12 1	5 5 0	9 2 0	1 11 10
6	Purgass	0 15 0	1 2 0	1 8 0	0 15 0	1 2 0	1 8 0
7	Bissonauth	2 0 0	1 0 0	0 8 0	1 5 0	1 2 0	0 14 5
8	Sewsunkur	2 6 0	2 0 0	0 13 11	2 6 0	2 4 9	1 0 0
9	Bhowany Churn	5 0 0	4 0 0	0 12 10	5 0 0	4 2 0	0 11 2
10	Maheep	2 7 10	5 0 0	2 1 8	4 17 10	8 8 0	1 11 11
11	Gopal	0 10 0	0 8 0	1 0 0	0 10 0	0 3 0	1 0 0
12	Gisseeawun	4 8 15	3 6 6	0 12 3	—	—	—
13	Bunoor	2 5 15	4 4 6	0 15 11	3 19 10	4 5 0	1 1 4
14	Juggah	—	—	—	0 12 10	0 10 0	1 0 0

## LIST OF CULTIVATORS.

No.	Names of Cultivators.	1255 Fuslee.			1254 Fuslee.			1255 Fuslee.	1254 Fuslee.
		Land held.	Amount.	Rate per Beegah.	Land held.	Amount.	Rate per Beegah.	Increase.	Increase.
SUDUAH (KHARS).									
		B. B. B.	RS. A. P.	RS. A. P.	B. B. B.	RS. A. P.	RS. A. P.	RS. A. P.	
1	Bhow Sing	2 10 0	4 6 6	1 1 3	3 2 0	7 3 6	1 13 3	0 2 0	—
2	Dhuppail	0 15 0	1 2 6	1 8 8	—	—	—	0 0 6	—
3	Sewsunkur	9 10 0	16 11 0	1 12 1	13 5 0	21 5 6	1 9 9	0 8 0	—
4	Rugbeer	13 3 0	26 6 0	2 0 1	1 12 0	3 3 3	2 0 0	0 12 2	—
5	Sunnubhur	3 14 0	4 13 6	1 4 11	5 9 10	8 12 9	1 9 9	0 2 3	—
6	Bhowany	2 7 6	2 13 3	1 3 1	6 17 0	10 4 0	1 7 11	0 1 3	—
7	Sewlall	24 2 0	26 0 3	1 1 3	10 9 10	15 6 9	1 7 6	0 12 6	—
8	Zubber	9 11 0	5 4 0	2 1 3	2 10 0	5 0 0	2 0 0	0 2 6	—
9	Gisseawun	1 10 10	0 7 9	0 12 9	0 10 0	0 12 0	1 8 0	0 7 3	—
10	Gopal	2 10 0	3 2 0	1 4 0	4 18 0	5 15 9	1 3 6	0 1 6	—
11	Goptah	4 0 0	6 3 0	1 8 9	6 9 10	8 2 0	1 4 0	0 3 6	—
12	Hobbah	2 1 10	3 0 0	1 7 6	1 2 0	1 9 6	1 7 2	0 1 6	—
13	Bussowun	11 16 10	15 11 6	1 6 4	10 5 10	12 12 9	1 3 11	0 7 6	—
14	Nipal	—	—	—	4 6 0	8 1 3	1 14 1	—	—
15	Bhyrum	—	—	—	1 6 0	2 9 6	1 15 11	—	—
16	Buctawur	—	—	—	3 15 0	9 0 0	2 6 5	—	—
DAKHILEE TEWAREE-PORE.									
1	Purgass Sing	1 7 10	3 1 6	2 4 0	1 18 0	4 8 0	2 6 0	0 1 6	—
2	Hobbul	5 5 0	10 13 3	2 1 0	5 3 0	10 9 9	2 1 0	0 5 3	—
3	Hosbah	1 13 0	3 6 3	2 1 0	1 13 0	3 4 9	1 15 11	0 1 6	—
4	Gopal	2 17 10	5 14 6	2 0 11	2 16 0	5 11 3	2 0 8	0 2 9	—
5	Goptah	2 0 0	4 2 0	2 1 0	2 0 0	4 0 0	2 0 0	0 2 0	—
6	Pussawun	2 14 0	5 8 9	2 0 11	2 19 0	5 6 0	1 13 2	0 2 9	—
7	Audaun	7 13 0	11 13 0	1 8 8	6 19 0	9 4 0	1 5 3	0 5 6	—
8	Goolbass	0 0 0	4 10 3	1 8 1	—	—	—	0 2 3	—
9	Bhowany	6 10 0	11 13 9	1 13 2	6 10 0	12 0 0	1 13 7	0 5 9	—
10	Maheep	3 12 10	7 3 6	1 15 10	—	—	—	0 3 6	—
11	Duspail	2 10 0	1 15 0	0 12 5	—	—	—	0 1 0	—
12	Sewsunkur	2 6 0	1 12 6	0 12 5	—	—	—	0 0 9	—
13	Rugbeer	—	—	—	2 10 0	6 4 0	2 8 0	—	—
14	Dutta	—	—	—	4 11 0	7 9 6	1 10 8	—	—
15	Sunoomaun	—	—	—	2 4 0	4 12 9	2 2 11	—	—
16	Nourung	—	—	—	2 5 0	4 8 0	2 0 0	—	—
DAKHILLE GHURWAS-PORE.									
1	Maheep Sing	1 5 0	1 15 0	2 1 7	1 8 0	2 1 6	1 7 1	0 1 0	—
2	Bussawun	1 3 0	1 9 9	1 6 5	—	—	—	0 0 9	—
3	Bunroor	5 1 10	5 7 6	1 1 3	1 12 0	2 6 6	1 8 1	0 2 6	—
4	Goolbass	7 9 0	8 7 6	1 2 2	—	—	—	0 4 0	—
5	Gisseawun	1 0 0	1 8 9	1 8 9	—	—	—	0 0 9	—
6	Gopal	0 17 0	0 10 6	0 12 3	—	—	—	0 0 3	—
7	Goptar	5 10 0	5 6 6	0 15 9	—	—	—	0 2 6	—
8	Audaun	0 15 0	0 9 3	0 12 4	1 8 10	2 2 0	1 7 10	0 0 3	—
9	Ramdial	0 10 0	0 12 3	1 8 6	—	—	—	0 0 3	—
10	Hobbul	—	—	—	1 8 0	2 1 6	1 7 11	—	—
11	Dutta	—	—	—	3 15 10	5 8 0	1 7 4	—	—

N.B.—The rate column in 1255 Fuslee has been calculated with the increase added to the rent, and the column headed "Increase" is only entered to show how much increase was actually added that year.

(Sd.) E. G. CLARKE.

*Court.*—The putwarees can produce no papers for the other Dakhilees of the years above recorded. The list in the index of this file of proceedings shows the names of the Chutrees, cultivators in the mouzah of Subuah, Uslee and Dakhilees, and their names appear in these papers thus:—

- No. 14. Doorgah Sing, not at all.
- No. 15. Goolbass Sing, in all but the year 1254 Fuslee.
- No. 16. Rugbeer Sing, ditto ditto but 1261 Fuslee.
- No. 17. Baida Sing, in the years 1261 and 1262 Fuslee only.
- No. 18. Bussawun Sing, in all the years.
- No. 19. Muhraj Sing, in the year 1262 Fuslee alone.
- No. 20. Maheep Sing, in all the years but 1264 and 1262 Fuslee.
- No. 21. Ramanund Sing, not at all.
- No. 22. Bissonauth Sing, in all but the years 1255 and 1254 Fuslee.
- No. 23. Sumbhur Sing, in all the years.
- No. 24. Gopal Sing, in all but 1264 Fuslee.
- No. 25. Bhowany Buksh Sing, not at all.
- No. 26. Seopall Sing, ditto.
- No. 27. Oulundah Sing, ditto.

23d January 1865.

Chutrees questioned.—No. 14 says :—

Bunoo is my father and is alive, but is \*; and therefore my name has been placed in the jumabundee since 1268 Fuslee.

(N.B.—Bunoo's name appears in all but the year 1261 Fuslee.)

No. 21 says :—

My uncle, Sew Lall, cultivated. I have been separate from him for 12 years.

No. 25, BHOWANY BUKSH, says :—

My father's name is Audaun Sing, and he died six years ago.

(N.B.—Audaun Sing's name appears in all the years but 1264 and 1262 Fuslee.)

No. 26, SEOPALL SING, says :—

I have cultivated for 15 years. I do not know why the putwaree has not entered my name. Purgass Sing is my cousin, but I have been 15 years separate from him.

No. 27, OULUNDAH SING, died three years ago.

No. 14, BINDAH SING, says :—

I have no cultivation in Tewareepore. I cultivate in Subuah Khass. I have cultivated for 15 years myself, and I do not know why my name has not been entered in the jumabundees of previous years.

PUTWAREE requested.

I have not been able to find any papers of the other Dakhilees. Of these the Dakhilees *Of Narainpore*.—The Chutrees have no cultivation, and it has been leased out for many years past.

*Of Kwajahpore*.—The Chutrees cultivate in this village, but I cannot find the papers of the Dakhilee for the years the Court has recorded.

*Of Kunpore*.—In 1260 Fuslee this Dakhilee was given away in Shunkullup, and before that it was sometimes held kham, sometimes given in lease. The Chutrees used to cultivate in this. I can find the papers of this village.

*Of Oudeemenpore*.—Given in Shunkullup in 1260 or 1261 Fuslee; sometimes leased; sometimes held kham; can't find the papers. The Chutrees used to cultivate in this village, and as in the village, so in this one, some of the Chutrees cultivate still in the village.

*Court*.—I have read over some of the entries of the cultivation and amount of rent paid as entered in the papers of the putwaree recorded in the proceedings of this case to the Chutrees, and their replies are as follows, which certainly rather stultifies their first bold assertions :—

Some say we know nothing about the matter; others that the putwaree entered what he liked in his papers; others again say we throw up our fields when we liked, and this caused the difference in some years in our holdings; while Sewsunker Sing, when questioned about his cultivation as recorded in the years 1258 and 1259 Fuslee, says, I fancy I must have either thrown up some of it, or else the landlord took it away from me; some again still assert they have always held the same fields and paid the same rent, but they give no receipt, nor produce any proof that what they say is true, nor can they give any reason why the entries of the putwaree are different from what they themselves state.

*Camp Bussuntpore, the 25th January 1865.*

The Aheers I call to-day, as they too have made similar assertions as the Chutrees, and to-day they qualify their previous statement by saying the talookdar has often taken different rents from us, and he can do as he likes; we have no receipts, and do not know what has been recorded in the putwaree's papers.

No. 37, SEWDYAL, says :—

I do not know what my father cultivated. I cultivate now eight beegahs pucka, and have always done so for the seven years I have cultivated.

No. 38, PANCHOO, says:—

I cultivate now beegah 10 biswas pucka; I do not know what my father cultivated; he died seven years ago only.

No. 39, POORDIAL, says:—

I cultivate not 6 beegahs pucka; my father always cultivated 6 beegahs pucka, and he died eight years ago. I do not know why my father's cultivation varied in amount.

No. 41, SUDHAREE, says:—

My father was the same as the father of No. 39, for we are own brothers; my present cultivation is 3 beegahs 10 biswas. I do not know anything about my father's cultivation.

No. 40, DOOWUN, says:—

My father was a ploughman (hurwar) of a Pundit, and did not cultivate on his own account. I have done so only last four years, living in an adjoining village.

No. 42, GOOLZAR, says:—

I cultivate 15 biswas pucka now, I know nothing about my father's cultivation; he died about nine years ago. I have cultivated since my father's death only. I cannot say exactly if it is 9 or 12 years since his death.

No. 43, ROHNEE, says:—

I cultivate 2 beegahs 10 biswas now. I do not know what my father cultivated; he died 20 years or thereabouts.

Talookdar produces some papers for years 1244, '46, '52 Fuslee, and I question the aheers regarding the entries contained therein, and they can give no reply, nor can they assign any reason why the amount of land held by their father recorded therein varies.

#### LIST OF CULTIVATORS.

No.	Names of Cultivators.	1244 FUSLEE.			1246 FUSLEE.			1252 FUSLEE.		
		Land held.	Amount.	Rate per Beegah.	Land held.	Amount.	Rate per Beegah.	Land held.	Amount.	Rate per Beegah.
		B. B.	RS. A. P.	RS. A. P.	B. B.	RS. A. P.	RS. A. P.	B. B.	RS. A. P.	RS. A. P.
1	Nuckched	13 12	13 15 6	1 0 5	3 12	9 6 0	2 9 8	5 15	12 10 0	2 3 2
2	Lotaie	5 8	6 11 0	1 3 10	—	—	—	—	—	—
3	Jorraie	10 10	10 7 3	0 15 11	5 7	11 5 0	2 1 10	8 12	18 0 9	2 2 6
4	Oudaie	3 0	4 3 0	1 6 4	—	—	—	5 10	10 12 0	1 15 3
5	Murraie	4 10	3 6 0	0 12 0	—	—	—	Father of Goolzar, No. 42.		
6	Sookram	17 10	17 15 6	1 0 5	6 15	14 14 0	2 3 3	4 0	8 2 0	2 0 6
7	Jerbundun	2 5	3 6 0	1 8 0	4 5	9 12 0	2 4 8	2 0	5 8 0	2 12 0
8	Sewkallee	8 12	9 7 6	1 1 7	4 6	10 3 6	2 6 0	4 7	—	—
9	Chowpaie	2 10	2 10 0	1 0 0	—	Father of No. 38.		2 0	4 2 0	2 1 0
10	Bhojawnun	—	—	—	1 2	2 12 0	2 8 0	—	—	—
11	Bhwalee	—	—	—	—	—	—	1 15	5 0 0	2 18 8
12	Mirhuren	Father of No. 37.			—	—	—	4 2	10 5 3	2 8 4
13	Rohnee	Same as No. 43.			—	—	—	1 0	2 0 0	2 0 0
14	Nundoo	—	—	—	—	—	—	1 0	2 0 0	2 0 0
15	Bhoondoo	—	—	—	—	—	—	1 0	3 0 0	3 0 0
16	Chuturnee	—	—	—	—	—	—	2 0	4 8 0	2 4 0
17	Sadoo	—	—	—	—	—	—	0 10	1 0 0	2 0 0
18	Seetul	—	—	—	—	—	—	3 10	8 0 0	2 5 8

N.B.—The father of Deewun, No. 40, was Sookram, a man of the same name as that mentioned in the above list, but a different individual.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settlt. Officer.

25th January 1865.

Court.—The first statement of both Chutrees and the Aheers was taken before the Agent of the talookdar, the latter himself not being present; but I have taken their answers and recorded the talookdar's papers while the talookdar, Meer Baker Hussein, has been present.

*Camp Bussuntpore, the 26th January 1865.*

*Judgment.*—The list attached to the proceedings in this case shows that all the cultivators, with a few exceptions, viz., Nos. 32, 34, 35, 36, 40, 44, 45, 49, 50, 52, 53, 56, are men whose families have been in the village for generations. The column No. 8 of the list shows the number of years the present cultivator has tilled the land himself, or rather the period he has been considered responsible for the same, because many of those who have only been responsible for four or five years yet actually cultivated the same lands while their fathers were alive, and aided their fathers, and the father was considered responsible, his name alone appearing in the jumabundee.

2. The exceptions above named I take first, Nos. 34, 35, 36, all pykashts, but all have cultivated the same fields. Their statement shows they have no right, and I consider them as tenants-at-will. No. 35 alone asserts a sort of right, but I believe he makes the assertion merely in hopes of getting something by so doing, for it is strange that none of the others make similar assertions. Of the remaining, all except Nos. 49 and 50 and 40, are pykashts, and neither they nor Nos. 40, 49, and 50, who are residents, claim any right, nor do they consider they have any rights, nor do I believe that they have, and I would class these also under head of cultivators at will.

3. Of the Brahmins and Koormees whose names appear in the list, some of the former are Buteeas, and the majority of the latter are lessees, and as Buteeas and lessees both are barred from this investigation, for they are not cultivators. Of the Koormees, one, No. 32, asserts he has a right to hold at the same rate as he now pays. Considering that this man has come into the village within the last two years, I cannot see how he can base his claim on any right. The upshot of his assertion is, I pay a high rent now for my fields, and I can't pay more, and I ought not to be obliged to pay more; if I were, I would throw up my cultivation and leave the village. This cannot constitute a right, and I consider this Koormee a mere tenant-at-will. As regards No. 40, he is evidently a liar, and his generation, as shown in the index, is a simple falsehood, for it appears after enquiry that his father never cultivated as a cultivator at all, but was always the ploughman of a Brahmin, while his son, No. 40, has only cultivated for four years.

4. The Chutrees all assert a right as cultivator, saying they have always held the same land, and paid the same rent, which was a fixed one, and that this status of theirs should be preserved to them. I called upon the talookdar for a reply, and he appeals to his papers, the village jumabundeas. These papers disprove the assertions of the Chutrees, and the latter in their turn can give no answer regarding the entries in these papers. It is quite evident that these Chutrees have always had some cultivation in the mouzah and its dakhileas, but most assuredly not in the way they assert. Like all Oude village papers, these are not convincing, for they do not show if the cultivators had any fixed amount of land, and if the increase or decrease occurred in this or merely in new lands, that is, lands taken up or relinquished at will of cultivator. But at the same time, I consider these papers can be trusted. Moreover it must be remembered that the Chutrees produce no documentary proof of their assertion being correct, nor can they in their replies controvert what the papers show has been recorded. Take Rugbeer Sing for instance, and the entries in the putwaree's papers show that of the years I have recorded he has cultivated every year but one, and yet his holding has decreased as often as it has increased, and in no two years has he held the same quantity of cultivation, while his rent rate has varied equally as much. After having seen these papers, and hearing the same replies of the Chutrees in regard to them, especially after their bold assertions in the first instance, I am of opinion that the assertion was made in the hopes that some good might arise therefrom, and not because the Chutrees have any sound rightful basis to rest upon. I consider these men as mere tenants-at-will.

5. My remarks regarding the Chutrees will do also for the Aheers, who likewise assert a right. The talookdar's papers and the replies of the Aheers themselves show that their assertions are not founded on any right, for they have not held as they assert, nor have their rents been fixed ones.

6. I am therefore of opinion that none of the cultivators whose names appear in the index of this case have proved any right at all, and I therefore

*Decree.*—That all the cultivators whose names are recorded in the list attached to this case are mere tenants-at-will.

(Sd.) E. G. CLARKE, Capt.,  
Asstt. Settl. Officer.



27th February 1865.

*Mouzah Dhunjawul, Pergunnah Birhur.**Claim.*—Entry in settlement records of 22 beegahs 1 biswa as hereditary cultivation.RAMGOLAM, son of HURCHURN, Pandy, *vs.* KISHEN PERSHAD, Talookdar of Birhur.

RAMPADARUT, putwaree, son of NARAIN DASS, present, says:—

I am hereditary accountant, but have been in office since 1267 Fuslee only. I, however, have the accounts from 1258 Fuslee, and plaintiff's entries are as follows:—

Year. Fuslee.	Area.		Rent.		
	B.	B.	RS.	A.	P.
1258	-	6 0	-	12	6 0
1259	-	5 0	-	10	6 0
1260	-	5 0	-	10	6 0
1261	-	3 0	-	11	4 0
1262	-	Village waste.			
1263	-	3 0	-	11	4 0
1264	-	10½ 0	-	27	9 0
1265	-	16¼ 0	-	34	4 6
1266	-	20 8	-	40	1 9
1267	-	22 18	-	41	0 0

and so to date.

Plaintiff used also to cultivate some additional land more or less each year at grain rents till 1266 Fuslee, but after that all his cultivation was cash-rented. Plaintiff has been established and has cultivated for three lives in this village, but he always paid conterminous rates without any consideration of any sort, and he had nothing that was recognized as a *right* in the King's time.

Plaintiff, present, says:—

We have lived and cultivated in this village for seven generations. I can remember for 25 years, and for long before that we have continuously ploughed 20¾ beegahs of land, *i. e.*, all that I claim, except No. 38, which field I had of my pleasure relinquished for the eight years before 1264 Fuslee, and it had fallen out of cultivation; but in 1265 Fuslee I took it up again with defendant's approval at Rupees 1-12 per beegah. Of the 20¾ beegahs that we have always held, 5 beegahs 18 biswas (Nos. 41, 42, and 72) have all along been money-rented. At first the rent of these was Rupees 1-4 per beegah, but from 1247 Fuslee to 1266 Fuslee we paid at the rate of Rupees 1-12 per beegah. The remaining 14 beegahs 17 biswas were grain-rented till 1262 Fuslee, but between that year and 1266 Fuslee defendant, contrary to my wish, gradually and by degrees converted all this land into money-rents also. In 1267 Fuslee defendant fixed my total rent at Rupees 53; I contested the demand, and it ended in a compromise, whereby I got a perpetual lease at the fixed rent of Rupees 41. In 1268 Fuslee defendant attached my property on account of Rupees 56 rent, but after contest the Commissioner decreed in accordance with the putta referred to.

Putwaree, questioned, says:—

I cannot from my papers show the rents of different fields prior to 1265 Fuslee, and I cannot point out which fields plaintiff had possession of previous to that year. Surnam Sing, Pulwar, leased the village from defendant one year, and he gave plaintiff the putta to which he alludes.

SEWSAHAI, Agent of Defendant, present, says:—

I confirm the evidence of putwaree.

## PLAINTIFF'S PAPERS.

*Puttas of 1219 Fuslee.*—Not for any detailed lands, but setting forth that the rent-rates were:—1st year, *Jumaie* cash rents 4 annas a beegah; 2d year, 8 annas; after that Rupee 1: *Kind rents*, 1st year *nil*; 2d year, one-third to zemindar; after that, half and half.

*Puttas of 1247 Fuslee.*—Like the last, but the rates different; no land entered.

*Puttas*

*Puttas of 1250 Fuslee.*—For 11 beegahs of land at Rupee  $\frac{1}{3}$  per beegah; other lands if ploughed to be paid for in grain-rents thus: 1st year, one-fourth to zemindar; 2nd year, one-third to zemindar; after that, half each.

*Puttas of 1267 Fuslee.*—By Surnam Sing (who is entered as) *ticcadar*, arranging plaintiff's cultivation at 22 beegahs 18 biswas, and rent Rupees 41, and setting forth that the putta was given of his (Surnam's) pleasure, and that plaintiff was to continue to pay his instalments according to it "kist ba kist decah kurreh."

*N.B.*—On the face of this putta is entered "babut sun 67."

*Order.*—Sudder Canoongoe to examine the village accounts of the years 1258 to 1267 Fuslee and verify putwaree's statement.

1st March 1865.

Sudder Canoongoe reports the putwaree's statements to be confirmed by the papers, except as to the year 1261 Fuslee, in which 3 beegahs land and Rupees 6-3 rent are entered.

*Judgment.*—This is one of 13 applications referred to in my last Annual Report filed by parties for occupancy rights contrary to the wish of the owner. The case has now been taken up in connection with the tenant right enquiry. There is nothing like permanency or fixity of tenure indicated, even by plaintiff's own statement, which is to the effect that two-thirds of the land formerly paid rents in kinds, but by degrees, between 1263 and 1266 Fuslee. The talookdar gradually converted them into cash payments; and as to the 5 beegahs 12 biswas which plaintiff says have always paid money rent, these were subjected, according to him, to enhancement about the year 1245 Fuslee, when the rate was increased from Rupees 1-4 to Rupees 1-12 per beegah. This constantly changing state of things by plaintiff's own showing went on till 1266 Fuslee. In the following year a quarrel arose between plaintiff and Surnam Sing, the lease-holder of the village, which was taken into Court, but compromised, a rent of Rupees 41 being fixed on these lands between the parties. In the following year (1268 Fuslee) the talookdar again raised the rent, when the matter was brought up to the Commissioner, who found, in his order of the 25th February 1862, that Surnam Sing was a *karinda*, that the term of agreement was not limited to one year, that the phrase used in the deed is *Kiya Kureny* (should be *Deeah Kurreh*), and that the term must therefore continue to next settlement. The Commissioner's grounds for holding Surnam Sing to be a *karinda* were that he had represented the talookdar in several cases.

The plaintiff now argues that this putta under which the Commissioner upheld him till settlement is a permanent putta.

The defence, confirmed by the putwaree and his papers, is to the effect that plaintiff's occupancy of the lands claimed reckons since 1258 Fuslee only, and that it always varied; and the defendant urges that Surnam Sing, having had lease for one year only, had no power to confer a perpetual putta.

There is no doubt that Plaintiff did cultivate some lands before 1258 Fuslee, for he produces puttas of 1219 and 1247 Fuslee, by which rent rates were fixed; but these documents are useless as evidence, because no lands are specified. Again, plaintiff produces a putta of 1250 Fuslee; but this does not assist plaintiff's cause much, for it is for just half as much land as he claims; and this only tends to make good the unfixedness of plaintiff's former position.

Referring to the putta of 1267 Fuslee, which has for some time now served plaintiff in such good stead, granting for the sake of argument that Surnam Sing *was* an Agent of the talookdar—but he does not appear in that capacity in this putta, which plaintiff duly accepted from him as originally worded, and which he has now filed—Surnam there distinctly designates himself as "*ticcadar*," and nowhere is he alluded to in it as "*karinda*." Moreover, the words occur in the putta, "kist ba kist decah kurreh." This wording implies that the instalments by which the year's rent, which had been settled at Rupees 41, was to be paid, are to be made good regularly, and it does not imply that the yearly rent of Rupees 41 is to be regularly paid for all time. Lastly, on referring to the heading of the putta, the words will be found "babut sun 67," and this entry reduces the lease of the plaintiff under the document in question to one for a single year: and this important entry must evidently have escaped the usually keen observation of the Commissioner when he passed his order under reference.

To sum up, there is an entire want of fixity of tenure, either as to the amount of land held or the rent paid by plaintiff, prior to our rule; and as to the putta, I have shown it to be worth nothing so far as conveying permanency of occupancy is concerned. We are referred to the custom of the country for the disposal of questions of occupancy. I have examined some hundreds of cultivators to elucidate this custom, and they have one and all admitted the perfect right of the owner to raise rents, and to oust the cultivators if his terms are declined; that, in fact, they held at his sole will and pleasure: and in other cases this has been admitted to be the rule on this estate also. The plaintiff is the first instance I have met of a man who has contested the former custom; but he has admitted enhancements; he has admitted conversions from kind to money rents; and it is only due to his being a resident of the Azimghur border, where the status of cultivators has long been different to that of Oude, that he attempts now to deny what has been fully established, viz., the power of the owner to do what he liked with his own in the King's time.

*Decree.*—Claim dismissed, as continuous occupancy at fixed rates and fixity of tenure by virtue of permanent lease are clearly disproved.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

21st February 1865.

*Mouzah Ainwah, Pergunnah Birhur.*

*Claim.*—Maintenance of possession of 12 beegahs of land.

MUSSUMAT BIRINJAH, widow of HURPURSHAD SING, Pulwar, *vs.* BABOO SEWPURGASS SING, Talookdar.

Plaintiff, present, says :—

About 1222 Fuslee the ancestor of defendant took my late husband's grandfather, Ramburruk Sing, into his service, and gave him half this village in lease; after deduction of his wages he was to pay Rupees 150 rent down to 1256 Fuslee; that service I have run on in a hereditary manner. In 1257 Fuslee my husband died; my son is still under age; defendant then withdrew the lease, and gave us this land at the favourable rate of eight annas a beegah=Rupees 6, for our support, because we were old servants and of his own clan. The rent of the same kind of land thereabout is Rupee 1 per beegah. Since 1257 Fuslee I have been in undisturbed possession on those terms.

Defendant's Agent, ISREE, Opudhia, present, says :—

I confirm plaintiff's statement. She wishes a reference to be made to my master in view of an amicable arrangement, and I agree to that.

Case postponed for a week.

10th March 1865.

Plaintiff, present, says :—

I now of my own wish desire to withdraw my claim.

*Judgment.*—Plaintiff's case as originally stated does not amount to a hereditary right of occupancy: her husband and his forefathers were leaseholders and servants of the talookdar till her husband died in 1257 Fuslee; the talookdar then withdrew the lease, and, out of kindness to plaintiff and her infant, who were of his own clan, gave her these lands at half rates. It is evident from this that the occupancy *as tenant* of plaintiff commenced within the period of our law of limitations; and therefore, supposing even that prescription was our rule, plaintiff has not made out her case, but, inasmuch that she has withdrawn her claim, nothing further need be added.

*Decree.*—Claim dismissed as withdrawn.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

1st March 1865.

*Mouzah Tundwa-Deoram, Pergunnah Birhur.*

*Claim.*—To be entered in Settlement Records as hereditary cultivator of 18 beegahs 10 biswas.

FOONDUN, SON OF BHEEKEE, Aheer, *vs.* PYAGDEEN, SON OF DYAL SING, sub-proprietor.

Plaintiff, present, says:—

We live in and cultivate in this village for three lives; for more than 50 years we have held these very lands, except in 1261 Fuslee, when the village lay waste. Each field has its own rent, the aggregate rent being Rupees 55: the land is not worth a pice more. In the King's time we cultivated by favour of the owner, and no man of our class could have held a day against the zemindar's wish. I had a dispute with the owner two years ago, and out of spite lodged a claim for record of possession; but that has been settled, and I have no further claim. If he chooses he can turn me out, and I will see when the time comes whether I will then complain; in the meantime we are good friends, and I have nothing to say or wish for.

*Judgment.*—This is one of 13 applications for occupancy rights referred to in my last Annual Report.

The plaintiff having been sent for in furtherance of the general tenant right enquiry, now states that he only claimed record in a moment of anger; that in the King's time he had no rights, nor had any other cultivator; and that he, therefore, now withdraws all claim, and is content to hold at the will and pleasure of the owner.

*Decree.*—Claim dismissed as withdrawn, absence of right in the King's time being admitted.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

17th February 1865.

*Mouzah Bungalpore, Pergunnah Birhur.*

*Claim.*—To be maintained in possession of 22½ beegahs of land as old cultivator.

N.B.—This is one of the 13 applications for tenant rights referred to in my last Annual Report, which I now take up in connection with the occupancy enquiry.

KUNDHAL, SON OF LAOTOO, Aheer, *vs.* SEWNARAIN and BHOLA SOOKUL sub-proprietors.

SEWJUTTUN, putwaree, son of BHIYNATH, present, says:—

I succeeded my father in 1269 Fuslee. Plaintiff cultivates within my knowledge since before 1258 Fuslee. I have some village accounts since that year, and plaintiff's land and rent changed as follows:—

Year.	Area.		Rent.		
	B.	B.	RS.	A.	P.
1258	23	0	63	0	0
1259	11	18	35	3	9
1260	11	15	34	14	0
1261	17	5	49	10	0
1262	17	10	49	9	6

From 1263 to date plaintiff has paid Rupees 75-2-9 per annum, and has held 22½ beegahs without change. Plaintiff does not live in the village, though he has a sugar mill in it. In the King's time neither the plaintiff nor any other cultivator that I ever heard of had rights, and the owner could have ousted him at pleasure.

Plaintiff, present, says:—

I have a house in the village, but usually live elsewhere. My father and I have ploughed lands in this village 40 years: for the 30 years that I can remember our lands and rents were sometimes more, sometimes less, down to 1262 Fuslee. The reason for these charges was that sometimes defendant asked more than I could pay, and so I

reduced my holding within my means and pleasure. I can give no details of different years. Since 1263 Fuslee I accept the putwaree's details. In the King's time I had no rights, because no one ever heard of a kashtkar's complaints being listened to, but now, under the British Government, everybody has rights, and so I wish mine to be recorded.

BHOLA, Defendant, son of SUNGUM SOOKOOL, present, says :—

I accept the putwaree's statement; to the best of my belief plaintiff's occupancy commenced in 1258 Fuslee, and not earlier.

*Judgment.*—Plaintiff in this case made a direct claim to be maintained in possession of his cultivation against the will of the owner. He affirms 40 years cultivating tenure in the village, but neither urges continuous possession of particular fields nor payment of a given sum as rent; on the contrary, he admits that the extent of his holding was always contingent on the demands of the defendant, and he can give no details whatever prior to 1262 Fuslee, from which time he admits the putwaree's statements. He might just as well have accepted the detail gathered from the village accounts of 1258 to 1262 Fuslee, which sufficiently indicate the varying nature of the plaintiff's tenure. Plaintiff openly admits that in the King's time he, in common with all other cultivators, had no rights, and that he has only now applied for them because of the reputation of the British Government for upholding old possession.

*Decree.*—Claim dismissed, because the absence of occupancy title in the King's time is admitted.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

22d February 1865.

*Mouzah Sirseeah, Pergunnah Birhur.*

*Claim.*—Possession of 5 beegahs of land as old cultivators to be entered in Settlement papers.

RAUMID LALL, son of CHUBLAL DASS, Kyeth, *vs.* HURDUT SING, Talookdar.

Plaintiff, present, says :—

I am defendant's servant. In 1263 Fuslee he gave me these fields to cultivate at a rent of Rupees 10-10; but I did not till myself; I either employed the old assamees, or replaced them by others, and I collect the rents from them; my rent is cut from my wages. I am in possession at the will of the owner alone, and have no inherent right. When the khusrah was made the names of the cultivators in actual possession were entered, and so, to prevent them from afterwards founding any claim on that fact, I applied that my name should be entered.

Bashessur, putwaree, son of Bhoop Dass, confirms the above.

*Judgment.*—This is one of 13 applications for recognition as old cultivators that were referred to in my last Settlement Annual Report, and the plaintiff was sent for in connection with the general enquiry into occupancy rights.

It will be seen by the admissions of plaintiff (1) that his occupancy (if such it can be called, since he does not himself cultivate one yard of land) originated only in the year of annexation; (2) that he has and claims no rights; and (3) that he only applied to have his possession recorded, because the names of his shikmees were being entered in the khusrah, and he wished to deprive the said shikmees of the power of setting up claims hereafter on the plea of the khusrah entries.

*Decree.*—Claim dismissed, because the occupancy of plaintiff is but of yesterday, and he admits absence of all right.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

17th February 1865.

*Mouzah Fareedpore Pergunnah Birhur.*

*Claim.* To be maintained in possession of 5 beegahs of land.

GUNGA, son of BHAGOO, Aheer, *vs.* SEORAJ SING, sub-proprietor, Talooka Birhur.

*N.B.*—This is one of 13 applications for tenant rights alluded to in my last Annual Report as having been filed. Plaintiff has been sent for in connection with the general tenant occupancy enquiry.

GOWREE SHUNKUR, Putwaree, son of BISHMADIYAL, present, examined, says :—

I am in office since 1257 Fuslee. In 1259 Fuslee the plaintiff took service with defendant, and remained in his service till 1267 Fuslee: he then resigned. Until that time the rent of such land as plaintiff cultivated was remitted as wages: since 1268 Fuslee he has paid rent: the cultivation and rent of plaintiff in different years was as follows :—

Year. Fuslee.	Area.		Rent.		
	B.	D.	RS.	A.	P.
1259 to 1263	-	-	1	4½	-
1264 to 1266	-	-	2	12½	0
1267 to date	-	-	4	14	9
			8	13	3

Of the lands claimed by plaintiff he never had possession of field No. 12 of 16 biswas. I am not aware of plaintiff ever having had any rights; he was a mere tenant at defendant's pleasure.

Plaintiff, present, says :—

I admit the putwaree's detail above of fields and rent and of origin of possession. It is true that under the Native rule I had no rights, but it is well known that no one can interfere with possession under the British Government. The defendant has never ousted me, but I took fright, because he had my fields entered in the khusrah as his seer.

Defendant replies :—

I accept the putwaree's statement; plaintiff only complained because I put rent on his field when he left my service.

*Judgment.*—The reasons for taking up this case are assigned at page 1, but few remarks are required in disposing of it. The plaintiff's occupation commenced in a service tenure four years before annexation; his fields and rent have since changed three times; when he gave up his service his fields were assessed, and therefore he complained; he has never even been ousted. Plaintiff admits that under the Native rule he had no rights, but he claims permanency of occupancy, because the British Government respects everybody's possession. As the plaintiff has altogether failed to prove any right, and is a comparatively new cultivator, his claim is dismissed.

*Decree.*—No right being established the claim is dismissed.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

2d March 1865.

Mouzah Shahpore Ooraon, Pergunnah Birhur.

*Claim.*—To be maintained in possession of 11 beegahs 3 biswas kham as hereditary cultivator.

LALOO, Opudhia, *vs.* MUNORUTH, Tewarry.

LALOO, Opudhia, son of MUNORUTH, Opudhia, present caste, Brahmin, says :—  
That he has lived and cultivated in the village for two generations; of the 11 beegahs 3 biswas which he claims was not cultivated at one time, but at intervals. He has taken the trouble to get an abstract made of the cultivation and rent paid in each successive year, which is as follows :—

Year. Fuslee.	Area.		Rent.		
	B.	D.	RS.	A.	P.
1233 to 1252	-	-	3	0	-
1253	-	-	0	5	-
1254	-	-	0	15	-
1255	-	-	0	15	-
1256	-	-	1	10	-
			0	12	0

Year.	Area.		Rent.		
	B.	B.	RS.	A.	P.
1257	-	-	2	4	0
1258	-	-	3	0	0
1259	-	-	3	6	0
1260	-	-	3	9	0
1261	-	-	4	5	0
1262	-	-	5	5	3
1263	-	-	6	1	3
1264	-	-	6	1	3
1265	-	-	8	1	3
1266	-	-	9	13	0
1267	-	-	9	13	0
1268	-	-	11	5	0
1269 to 1272	-	-	20	0	0

The 3 beegahs from 1233 to 1252 Fuslee were his father's cultivation; in 1253 Fuslee he lost possession of the land his father cultivated, and commenced with 5 biswas afresh, and steadily went on increasing as detailed. Now the village zemindars want to raise the rents from 12 annas and Rupee 1 to Rupees 2 all round without regard to the quality of the land, and as he cannot afford this, the putwaree, in conjunction with the defendant, wishes to oust him from his cultivation, and he has therefore complained, having heard that cultivators' rights were now being investigated.

*Custom.*—During the Nawabee the zemindar was all-powerful; he could oust an assamee or raise his rents as he liked, and the assamees had no redress, and were obliged to make the best terms they could with their landlord. No cultivators' rights were acknowledged, but if the landlord was a good man and kind to his tenants, they often cultivated from father to son; and if they had to deal with a tyrant, the assamees fled and settled elsewhere. He was the "Ooprohit," or household priest of the village zemindar, and thus he was kindly treated, and even paid a few annas less than other ryots. Since the present putwaree set foot in the village, he has been causing a commotion in the village, and has the zemindar's ear and confidence, which he misuses. He now claims to be maintained in possession at existing rent rates, viz., Rupees 2 and Rupees 1-8 per beegah.

Defendant MUNORUTH, Tewarry, son of BHONDoo, Tewarry, caste Brahmin, says:—

That he is a zemindar and lumberdar of the village. Laloo, Opudhia, is a "pykasht" assamee, and resides in an Azimghur village, which is on the borders of Pergunnah Birhur, and distant about one mile. Laloo Opudhia's father never cultivated in the village, and Lall's cultivation dates from 1263 Fuslee. Laloo, Opudhia, is a bad assamee, and does not readily pay his rents, and now refuses to pay existing rent rates; he can get more for the land than Lall has hitherto been paying. He never ousted Laloo, Opudhia; only asked him to take a putta at full rates, and he has therefore complained. The rights of assamees and custom during the Nawabee have been truly described by Plaintiff in his evidence.

SAHOY LALL, Putwaree, Son of RAMDEEN LALL, caste Kyeth, says:—

He has been acting putwaree since 1258 Fuslee; knows positively that Laloo, Opudhia, has been cultivating since 1263 Fuslee only, when he first cultivated 1 beegah 2 biswas, and went on steadily increasing as follows:—

Year.	Area.		Rent.		
	B.	B.	RS.	A.	P.
1263 to 1265	-	-	2	8	3
1266	-	-	5	2	3
1267	-	-	5	13	6
1268	-	-	11	13	0
1269	-	-	15	12	2
1270 to 1271	-	-	22	13	0

Laloo, Opudhia, is a very bad tenant as regards the payment of his rents; he wants to pay 8 annas and 12 annas per beegah instead of full rent rates, Rupees 2-8 per beegah, paid by assamees of the contiguous fields. Laloo, Opudhia, calls himself a pykasht assamee, and is so nominally, because he actually lives in a village in the Azimghur District, but which is distant only a mile from the border. Laloo, Opudhia, knows



knows that he cannot be directly summoned from Fyzabad, and therefore is more bold, and makes a practice of withholding his rents. Laloo says, as pykasht from the Azimghur District, he can't be expected to pay the same as *resident* assamees, but this is a mere excuse. The Nawabee custom is correctly described.

(Sd.) K. M. NICHOLSON,  
Extra Asstt. Commr.

6th March 1865.

*Judgment.*—This is one of the 13 claims to tenant occupancy alluded to in my last year's Settlement Report. The parties have now been summoned in connection with the general tenant right enquiry, and owing to pressure of work, the Extra Assistant has recorded the statements for me.

It will be seen that plaintiff details his cultivation to have commenced from 1833, and to have been *fixed* till 1252 Fuslee, when he was ousted from his old land, but got other land in the village in the following year, which other land between that year and this has gradually increased, till, having passed through eleven changes, it reached its present area and rent. Neither this land nor the rent has ever remained the same for more than two or three years at a time, and so there is an entire want of fixity about the holding. Plaintiff stated before the Extra Assistant that he lived in the village, but before me he now admits that he lives within the Azimghur border, which, however, is within a mile; and as occupancy is fixed in Azimghur, plaintiff thinks he may as well have it fixed here if possible. He admits, however, the absence of all cultivating right in the King's time, and only now founds his claim on the knowledge that the procedure of the British Government in respect of tenant rights is different to that of the Native Government.

The defendant and the putwarce aver that the occupancy of plaintiff only commenced the year before annexation; and there is nothing to show that they are not telling the truth. Plaintiff would only be entitled to consideration, even under the North-Western Provinces Rules, if he could show occupancy of specific fields at fixed rates for a given number of years; but by his own statement, plaintiff shows a constantly varying rate of rent and as frequent change of cultivation. The onus is with plaintiff, and he is clearly out of Court on his own showing.

*Decree.*—Claim dismissed on admission of constant change of rent and area, and of lack of right in the King's time.

(Sd.) P. CARNEGIE,  
Settlt Officer.

20th February 1865.

*Mouzah Karondee, Pergunnah Birhur.*

*Claim.*—To be upheld in possession of 11 beegahs 8 biswas as hereditary cultivator at a fixed rent.

GOORPURSAD, son of ISREE, Doobey, *vs.* GUNGA, son of RAM AUTRA, Misr, sub-proprietor, Talooka Birhur.

Plaintiff, present, says:—

We have lived and cultivated four lives in this village; I can't say how long my father held these very fields, but he has done so for 20 years that I can remember, paying Rupees 33, and there has been no change either in land or rent: this is the present full market rent of the land. In 1271 Fuslee defendant demanded an enhancement of one anna in the Rupee of rent, and thereon I applied to the Court; the defendant then relinquished the extra demand. During the King's time it is true we and cultivators generally had no rights, but the British Government respects old possession like ours. Had this enhancement been made in the King's time, I should have had the option of paying it or of resigning; I could not have argued the point, for no one listened to a cultivator.

Defendant replies:—

I confirm plaintiff's statement. I did not demand enhancement in 1271 Fuslee, i. e., I did not press him for it, though I had the right if I chose to do so.

*Judgment.*—Plaintiff is one of 13 men who claimed occupancy rights last year, as referred to in my last Annual Report, and his statement has now been recorded in connection with the general enquiry into tenant occupancy. Plaintiff is admittedly an old cultivator, holding the same fields at the same rent for more than 20 years, and no one can say how much more; but by plaintiff's own admission, claims such as his were not recognized in the King's time, and he has only claimed now because he has heard that the British Government upholds old possession. As this is a talooka under Sunnud, a new right cannot now be created in it, and so plaintiff's long prescription cannot be recognized in his favour.

*Decree.*—Claim dismissed on the admission of plaintiff that he had no rights in the King's time.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

20th February 1865.

*Mouzah Bhowura, Pergunnah Birhur.*

*Claim.*—To be entered as in possession of 8 beegahs 2 biswas (jureebie) as hereditary cultivator.

NIJAZ ALI, son of MUDUD ALI, *vs.* NEAMUT ALI, Lumberdar, and 3 others.

Plaintiff, present, says:—

I have a share in this village equal to 15 beegahs; each man's land is divided. In 1266 Fuslee I cultivated this land along with my father in defendant's share, the rent being verbally fixed at Rupees 7½ at neighbouring rates. When the khusrah was made defendant entered 17 biswas as my cultivation, and the rest as his seer. As it is a well-known principle of the British Government to enter in the khusrah all cultivators' names, and to maintain the possession of those so entered, I now apply to have the entry corrected and my possession maintained. I did not hold the land in the King's time; cultivating rights were not recognized in those days: a landlord could oust an assamee if the latter refused to comply with his terms and pay enhanced rates, but, unless for some such reason ousting was not resorted to.

DOST ALI, son of FUZL ALI, defendant, replies:—

Plaintiff's statement as to cultivating since 1266 Fuslee is true: according to local custom he has no rights whatever as a cultivator.

*Judgment.*—The plaintiff in this case is one of the 13 persons alluded to in my last year's Settlement Report who claimed occupancy rights; his case has now been enquired into in connection with the general investigation into tenant rights. By plaintiff's own admission he has only held the land, for the permanent possession of which he applies, for five years, and he admits entire want of right; he only complained because the British Government maintains the possession of everybody: under the King's time it was different.

*Deeree.*—Claim dismissed, as by his own showing plaintiff is a cultivator of five years only.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

1st March 1865.

*Mouzah Kokoorah-Baree, Pergunnah Soorhoorpore.*

*Claim.*—To be recorded as hereditary cultivator of 6 beegahs 17 biswas in Pergunnah Soorhoorpore.

MAKUN, son of KULLOO SING, Pulwar, *vs.* SEWSURN and TALEWUNT SING, Lumberdar.

MOTEE, Putwaree, son of BYJOO, present, says:—

I work since 1250 Fuslee; the parties are co-sharers; their lands are divided. In 1246 Fuslee plaintiff's uncle cultivated 5 beegahs 17 biswas land in defendant's share, and being of same family got it on favourable terms under verbal agreement at Rupees 6, and

and ever since plaintiff and his uncle have cultivated: the rent was Rupees 6 till 1267 Fuslee; in 1268 Fuslee one beegah more (Nos. 499 and 529) was added to plaintiff's cultivation, and a putta was then exchanged for the entire holding at Rupees  $2\frac{1}{2}$  per beegah. But plaintiff never got possession of Nos 499 and 529; Ramnewaz, Chundel, held those numbers from defendants as jagheer, and in 1269 Fuslee defendants made them into seer. In 1270 Fuslee Seetul, Bais, cultivated them on defendant's part; the putta of 1263 Fuslee remained a dead letter, because plaintiff did not pay the enhanced rate, and so he never got possession of the extra fields in question. In the King's time cultivating rights were not recognized, and I never heard of their being either claimed or upheld.

Plaintiff, present, says:—

I confirm the putwaree's statement, but in 1268 Fuslee I did accept the enhanced rate, but, though defendant promised me the extra land, he never put me in possession. In 1268 Fuslee defendants attached my property to realize the higher rent, and smarting under this, I filed my claim to be recorded as hereditary cultivator; but this claim I now withdraw, because it was a mere matter of anger, and cultivators had not as a matter of fact any rights in the King's time.

*Judgment.*—This is one of the 13 claims to occupancy rights referred to in my last Annual Report. It will be seen that plaintiff and defendants are co-sharers, the former having long held land in the capacity of cultivator under the latter. In 1268 Fuslee a new arrangement was entered into between the parties, under which plaintiff was to pay higher rates and to have more land, but they quarrelled over this, and it ended in plaintiff having to pay the higher rent without getting the additional land. Plaintiff then, as a matter of spite, applied to be recorded as hereditary cultivator of the land he all along held, and of the extra land of which he never got possession.

The parties have now been summoned in furtherance of the tenant right enquiry, and the particulars having thus been satisfactorily sifted, the plaintiff admits that he had no right in the land, that no tenants ever had such rights in the King's time, that he sued from spite, and that he withdraws his claim.

*Decree.*—Claim dismissed on admission of absence of right and on withdrawal of claim.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

16th February 1865.

*Mouzah Juggunpore, Pergunnah Puchimrat.*

*Claim.*—Restoration of possession of 3 beegahs kham as old cultivator.

RAMADHEE, son of GOOLZAR, Morale, *vs.* HUSSUN ALI, sub-proprietor.

N.B.—This claim came before the Revenue authorities, and is sent for and enquired into under Financial Commissioner's No. 6-490, dated 16th December 1864, as a claim to hold adverse to the will of the landlord.

Plaintiff, present, says:—

It is 25 years since my father got this field, and he paid Rupees 11 per annum till 1263 Fuslee. The next year my father died, and defendant raised the rent to Rupees 12, and I have held at that rent since. My possession was undisputed to the end of 1271 Fuslee; in *Asar* defendant demanded Rupees 15 rent in future, and on my declining ousted me. I complained, because under British rule possession is always maintained: had it been the King's time, I never would have thought of complaining, because no attention was then paid to cultivators, who then had no rights.

Defendant replies:—

This field is part of my seer land according to a private partition of our family lands, and plaintiff and his father held from me for 15 years as my shikmee assamee at my will and pleasure; his statement of rent is true. I gave notice of enhancement in Jeyt.

MEERAIE LALL, Putwaree, son of HURPERSHAD, present, says:—

I am in office since 1259 Fuslee, and I can confirm plaintiff's statement so long as pertains to what has happened since that year. As the land is defendant's seer, there is

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no mention of plaintiff in my accounts. I can state how long before my day plaintiff held the field.

*Judgment.*—The reason for taking up this case will be found in the N.B. at the beginning of this note. It will be seen that plaintiff advances no claim before this Court as of right; he assigns as his reason for complaining in the District Court the fact that it is well known that the British Government always respect old possession, and he admits that under the Native rule he would not have complained, because occupancy rights were not then known. As no period of prescription has yet been laid down as creating a right of occupancy in this province, and as no claim to right is made by the plaintiff, I hereby consign this enquiry to the charge of the Record-keeper.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

27th February 1865.

*Mouzah Mahowlee, Pergunnah Mungulluree.*

*Claim.*—Possession of 2 beegahs 15 biswas kham as hereditary cultivator.

MAHABEE, SON OF BENERAM, Doobey, *vs.* DULLUP SING, SON OF RAM SING, Lumberdar.

N.B.—This case comes from the District Officer for enquiry under Circular No. VI. as to plaintiff's right to hold adverse to the will of the owner.

Plaintiff, present, says :—

We have cultivated for three lives in this village; in 50 years our cultivation has gradually increased with our means, till in 1266 Fuslee it had reached 13 $\frac{3}{4}$  beegahs kham: all along we have cultivated on verbal agreement. The land belongs to defendant and other zemindars; the land under dispute my father and I have held for 20 years at a fixed rent of Rupees 7, which is its full rent value. At the cultivating season of 1272 Fuslee defendant ousted me for the purpose of making the field his seer: I claimed possession in Court, and was restored. In the King's time without doubt we held at defendant's pleasure, and we must then have yielded to his demands or left our lands, but the British Government listens to everybody, and so my lost possession was at once restored.

Defendant replies :—

I confirm plaintiff's words: tenant had no rights in the King's time; why should he have them now?

N.B.—Parties both admit that the putwaree is too ill to attend.

*Judgment.*—This case comes before me under Financial Commissioner's Circular No. VI., plaintiff having applied to the District Office for restoration of possession in opposition to the will of the proprietor.

It is not in dispute that the particular land under enquiry has been in plaintiff's possession as cultivator for 20 years at an unvarying rent, unvarying because, as admitted by plaintiff, the rate is the full rent value of the land at this moment. The point I have to decide is plaintiff's *right*: he freely admits that in the King's time he had no rights; that he held at the will of the defendant, who might have ousted him at his pleasure.

Nothing has yet happened to create for plaintiff a right which he had not under the Native rule, and as we are referred to custom to guide us in the disposal of these cases, and as the custom as admitted in this and established in many other cases of the same kind was against the recognition of a right of tenant occupancy, it is impossible for the plaintiff to obtain his wish.

*Decree.*—Plaintiff on his own admission is declared to be a tenant-at-will.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

17th February 1865.

*Mouzah Bhadokhur, Pergunnah Havelee, Oude.*

*Claim.*—To be maintained in possession of 3 beegahs kham as hereditary cultivator.

NEAMUT ALI, son of BUKSHOOLA, Naiee, *vs.* UBDOOL GHUNNEE, son of SHEIK,  
WARRIS ALI, Sub-proprietor.

N.B.—This case taken up under Financial Commissioner's Circular VI. of 1864, plaintiff having claimed in Zillah Court to retain his holding independent of the will of the proprietor.

Plaintiff, present, says :—

We have lived and cultivated for three lives in this village 30 years ago. I can remember that we cultivated 12 beegahs kham and paid Rupees 15 rent. All this land was of the conventional Palo at Rupees 1-4 per beegah. About 1246 Fuslee I threw up 6 beegahs of that land, because a grove grew up along side of it, and the shade was injurious to crops. Up to 1251 Fuslee I went on ploughing the remaining 6 beegahs at Rupees 1-4 per beegah as before. In 1252 Fuslee the village was divided into two puttees, and half of my land went into each as follows: Poorub puttee 3 beegahs; Puch'him puttee 3 beegahs. Dildar Ali, the owner of the east puttee, then ousted me; the west puttee land I hold to date at the same rent. In 1271 Fuslee defendant ousted me in lieu to ploughing himself, and so I complained. In the King's time no one listened to cultivators, because I admit that they were then understood to have no rights, and so I neither searched for nor could have found redress when I was dispossessed of the three east beegahs; but it is different now, because the British Government always upholds old possession; and knowing this, I complained, and got an order from the tehsildar restoring me to my field.

Defendant replies :—

I am only 20, and don't know the old status. I do know that in 1266 Fuslee the west puttee co-sharers again divided their lands, and plaintiff's land fell in my share, and since then the rent has remained at Rupees 1-4 per beegah. In 1271 Fuslee I gave notice of enhancement; plaintiff declined, and I ousted him. Plaintiff has no rights whatever according to the Oude acceptance of the term.

RUGHONATH, Putwaree, son of KOOSHIAL, present, says :—

I am new to the village; papers from 1266 Fuslee were made over to me, and from these plaintiff's statement is confirmed.

Plaintiff, questioned, says :—

The field at this moment is not worth more than I pay.

Defendant replies :—

More distant fields let at Rupees 1-8.

Judgment deferred.

18th February 1865.

*Judgment.*—In this case plaintiff states that his memory extends over 30 years, and at that time he and his father held 12 beegahs of land at Rupees 1-4 per beegah; subsequently he of his pleasure relinquished half that land about the year 1246 Fuslee; afterwards in 1252 Fuslee he was ousted of half that remained by the owner: since then he continued to hold the 3 beegahs that was left at the same rent, viz., Rupees 1-4 per beegah, till 1271 Fuslee, when defendant asked more rent; he declined, and was ousted, but was restored by the district authorities on the strength of long possession. Plaintiff admits the entire absence of inherent right; admits that he did not, and could not have complained under the Native rule, when he was ousted, in like manner, by the proprietor, because in those days tenant rights were neither recognized nor redressed; and he states that he has only come forward now because it is well known that the British Government always upholds old possession. By the plaintiff's own admission he was in the possession of no rights when we took Oude, and this being a talooka under a Sunnud, no new rights can now be created.

*Decree.*—Claim dismissed on admission of want of right in the King's time.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

22d February 1865.

*Mouzah Sadikpore, Pergunnah Birhur.*

*Claim.*—Possession of 5 beegahs 7 biswas land as hereditary cultivator.

SEWDEEN, son of SURRUBEET SING, Nanoge, *vs.* GUJRAJ, Misr, Sub-proprietor in BABOO SEWPURGASS'S Talooka.

Plaintiff, present, says :—

I live in another village, but for three lives we have cultivated as *pykasht* in this one. For the 30 years that I can remember we have tilled these fields and no others, and for longer than that we have always paid Rupees 8 rent, except in the years 1243 to 1245 Fuslee, when our talookdar being ousted and in trouble two or three times, the usual rent was taken from us. I remained in undisputed possession till 1271 Fuslee; in 1272 Fuslee defendant forcibly ousted me. Up to 1263 Fuslee the village was ill cultivated, and it suited defendant then to be very civil to me, and I therefore cultivated, but at his pleasure of course; I had no right contrary to his wish. Lands are not now so easily got, and so, having heard that old possession is now upheld, I have applied to recover my lost possession. Defendant replies, neither plaintiff nor his father cultivated land in this village prior to 1262 Fuslee. In that year they got  $2\frac{1}{2}$  beegahs at Rupees 5 rent; in 1264 Fuslee  $2\frac{1}{2}$  beegahs more at Rupees 5, and this land when measured at khusrah survey, turned out to be 5 beegahs 7 biswas. Plaintiff had possession till the end of 1271 Fuslee. I then gave notice that the rent would be Rupees 2-8 per beegah. Plaintiff declined and I ousted him; I at the same time raised all the other rents in the village, and plaintiff alone declined the enhancement.

BUNDOO, Putwaree, son of BINDADASS, succeeded his father in 1264 Fuslee, says :—

Plaintiff's rent was Rupees 8 till 1266 Fuslee and Rupees 9 in 1267 and 1268 Fuslee; in 1269 to 1271 Fuslee again Rupees 8: confirms defendant as to what followed the arrangements for 1272 Fuslee.

The putwarce being severely questioned, plaintiff here admits that his occupancy began 12 years ago, and so there is not now more than two years between him and defendant as to origin of occupancy.

*Judgment.*—This case is brought forward under Financial Circular No. VI., under which claims to hold as cultivators adverse to the will of the owner are to be investigated in connection with the occupancy enquiry. It will be perceived that at the outset of his statement plaintiff alleged that he had cultivated these identical fields for three lives as a non-resident assamee; but under careful cross-examination, he has ended by admitting that he has held no longer than 12 years; and this statement is not wide apart from the defendant's statement, which is that the plaintiff's occupancy commenced 10 years ago. The plaintiff has admitted that he had no right which he could have successfully maintained as against the defendant in the King's time, although, as he puts it, he rather did the defendant a favour in cultivating his lands for him in those days: but as times have since changed and lands are getting scarce, he now asks for his possession to be restored, under the belief that old possession under our rule is always respected. It will thus be seen that plaintiff by his own admission has no right, nor has he any good claim on account of old possession, supposing that the rules of prescription were admissible.

*Decree.*—Claim dismissed on admission of absence of right in the King's time.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

20th March 1865.

*Mouzah Assapar, Pergunnah Haveylee, Oude.*

*Claim.*—To be maintained in possession of 39 beegahs 4 biswas kham at a fixed rate.

ISREE,

ISREE, son of GUNGA PERSAUD, Kyeth, *vs.* SURFRAZ ALI, Lumberdar.

RAMGOLAM (son of JYLEE LALL), ex-putwaree, present, says :—

I worked from 1245 to 1266 Fuslee, when defendant dismissed me. Plaintiff has lived in the village since before 1245 Fuslee and cultivated, and he had favourable rates, as follows, up to 1245 Fuslee :—

Land.	Full Rates.	Low rates. (Plaintiff.)
10½ beegahs kham	Rs. 14 6 3	Rs. 12 2 6

or Rupees 2-3-9 drawback in the shape of reduction in different fields. He had not the same allowance in all fields alike. But in addition to the jumma above noted, plaintiff had to pay an anna per Rupee extra as *costs* (this, in fact, being an enhancement of some former period that had been made alike on all the rents in the village). Between the years 1245 and 1257 Fuslee plaintiff by degrees increased his cultivation by 25 beegahs kham, and for this he paid full market rates; and from the latter year till 1266 Fuslee plaintiff's jumma has been as follows :—

Year.	Land.	Rent with Costs.
Fuslee.	Beegahs.	Rs. A. P.
1258 to 1261	35½ kham	34 7 6
1262 to 1264	39¼ do.	41 15 0
1265	39¼ do.	30 0 0
1266	39¼ do.	41 15 0

In 1262 Fuslee plaintiff took 3¾ beegahs more land at market rates; and in 1263 Fuslee an anna in the Rupee on rent, plus former costs, was added, and is included in the sums entered above. This increase was still paid when I was dismissed. A less sum was taken in 1265 Fuslee because Rajah Hurdut took possession, and plaintiff, being his servant, got a reduction through him. In the King's time cultivators had no rights, and the low rates of plaintiff were merely enjoyed by defendant's favour; he could have raised them to full rates whenever he liked, and plaintiff must have paid or vacated.

PATUNDEEN, new Putwaree, son of RAMBUX, present, says :—

Plaintiff is in possession to date of the 39¼ beegahs he held in 1266 Fuslee, and he paid the same rent, Rupees 41-15, till 1271 Fuslee. In 1272 Fuslee, defendant demanded an increase of 50 per cent. on his rent from plaintiff = Rupees 21, and claimed it in an adjustment suit. Tehsildar decreed the full enhancement, but in appeal Rupees 10 increase alone was allowed.

Plaintiff, present, says :—

My father and I have ploughed 40 years; I don't know for how long a time down to 1261 Fuslee we had 35½ beegahs of land, paying Rupees 34-7-6. Since 1262 Fuslee I accept the putwaree's statements in all respects. In the King's time I cultivated by permission of the owner, and I should have been helpless had he enhanced my rent or taken possession of my land. I have complained now because all claims are taken up by the British Government.

KIRPA DIYAL, agent of defendant, present, states :—

We accept the statements of both the putwarees.

*Judgment.*—These proceedings are taken under the Financial Commissioner's Circular No. VI. of 1864, plaintiff having applied to the district authorities to be maintained in possession of his lands contrary to the will of the proprietor.

This enquiry shows that plaintiff is a cultivator of at least two generations, and that for some years previous to 1245 Fuslee the family had 10½ beegahs of land, on which they were shown consideration in rent to the extent of Rupees 2-3-9. It is not the invariable rule for Kyeths to be considered of the *Ashraff* castes, to whom low rents are allowed; but this is by no means the only case where Kyeths have been shown this consideration that has come within the observation of the Court. Between 1245 and 1257 Fuslee the family by degrees increased their land by 25 beegahs, and again in 1262 Fuslee 3¾ beegahs more; but for all this land they paid full rates, no consideration being shown.

It is shown that the first enhancement was made on the consideration lands prior to 1245 Fuslee, because, according to the evidence of the old putwaree, an anna in the Rupee was separately collected as *costs*, which costs, in fact, represented the former enhancement. By 1258 Fuslee the cultivation had extended to 3½ beegahs, paying Rupees 34-7-6. Thus far we are indebted to the evidence of the old putwaree, and it may be accepted as true, because, although it is not accepted by plaintiff, it is not denied



by him. In 1262 Fuslee the land and rent were again added to, and in 1263 Fuslee an anna in the Rupee was added to the aggregate of former rents and enhancements, and these changes of 1262 Fuslee downwards are admitted by plaintiff.

Plaintiff claimed the whole of his land, some of which he only acquired a year or two before annexation at fixed rents; but he has now admitted that he only made this claim because he understood that the British Government listened to every claim. He further admits that in the King's time he, in common with other cultivators, had no rights; that defendant could have taken the full rent for his consideration lands, and could have ousted him whenever he liked, and there could have been no redress. As the custom of the country is admitted to have been that tenant rights were not recognized, and as we are referred to former custom for the disposal of these cases, the matter is obviously at an end, the more so as there is here now no pretence of either fixity of land or rent.

There is, indeed, this much fixity, that plaintiff still holds the original consideration land at the original rent (plus, however, two enhancements); but even in regard to this, plaintiff has admitted that he does so at the pleasure of defendant only, and I cannot, therefore, decree to plaintiff any right in connection therewith.

*Decree.*—The claim is dismissed on admission by plaintiff that his position in the King's time was by favour of defendant.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

21st February 1865.

*Mouzah Ferozepore, Pergunnah Haveylee, Oude.*

*Claim.*—To be maintained in possession of 12 beegahs kham as hereditary cultivator.

OREE, Hujjam, *vs.* BULWUNT SING.

*N.B.*—This case taken up under Financial Commissioner's Circular VI. of 1864, plaintiff having claimed in Zillah Court to retain his holding independent of the will of the proprietor.

OREE, Hujjam, plaintiff, son of THAKOOR DEEN, Hujjam, caste Nace, says:—

That about 30 years ago his father got 4 beegahs kham from the village zemindars, which he cultivated and paid rent for at Rupees 4-2 per annum. Subsequently, about 12 years ago, the former cultivation was increased by 8 beegahs kham, making the entire cultivation 12 beegahs kham. Of this 6 beegahs were (nukdee), i.e., rent payments were made in cash, and 6 biswas (ghullae) in produce. For the last 12 years an uniform rent of Rupees 5-13-6 was paid for the "nukdee" land, and the ghullae was, on the crop being ripe, divided in the proportion of one-third to the zemindar and two-thirds to the assamee. The rent was paid as above detailed till the year 1269 Fuslee, when defendant raised the rent by Rupees 1-11-6: he paid this increased rent in 1270-71 Fuslee. In 1272 defendant again wanted to enhance the rent still further, and he then objected; then defendant, in the month of Sawun 1272 Fuslee, ousted him from his entire cultivation. He sought redress in the tehsildaree at Fyzabad, but, for some reason unknown to him, the tehsildar dismissed his claim, and he had no option but to sit quietly at home, as he had no means of appealing. Suddenly he heard that all old assamees' claims were being investigated, and he has now appeared agreeably to summons issued; he now desires to be put in possession of the land from which he has been forcibly ousted, and also to pay the rent he has all along paid. During the King's time the assamees were ground down, and dared not complain against the zemindar, and, even if they had so desired, there were no Courts to grant redress; but now things are altered, and he expects justice. During the Nawabee, no assamee's rights were recognized as long as the assamee paid his rent; he was generally maintained in possession, but in case of default or otherwise was ousted at the will of the zemindar and was helpless.

BULWUNT SING, defendant, son of GOOLZAR SING, caste Gurghunsee Chutree, states:—

That the village belongs to Rajah Man Sing; he is former zemindar, and now is pookhtadar. He remembers that since 1252 Fuslee 4 beegahs kham were in the cultivation of Thakoor Deen, Hujjam, the father of Oree, who paid Rupees 4-1 as rent till

till 1261 Fuslee. In 1262 Fuslee the cultivation was increased by 2 beegahs 5 biswas kham, for which Rupees 1-12-6 was charged as rent. In 1264 Fuslee Kundhaee, Hujjam, took 3 beegahs kham (ghullae), the rent being paid in produce. In 1265 Fuslee a further increase of "ghullae," 3 beegahs kham, was made, and this made the entire cultivation 12 beegahs 5 biswas kham, or 6 beegahs 5 biswas kham "Nukdee," subject to rent of Rupees 5-13-6, and the remaining 6 beegahs ghullae at buttatee rates, one-third the zemindar's share and two-thirds the assamee's. These payments continued till 1270 Fuslee, when he enhanced the rent by Rupees 1-11-6: this was willingly paid till 1271 Fuslee. Last year, in the month of Jeyt, he warned plaintiff's brother, Ajoodhia, that he must pay at the rate of Rupees 1-8 a beegah, as the contiguous lands were paying Rupees 2 per beegah. Ajoodhia is the head of the house, and he flatly refused to pay any increase; the putwaree also reasoned, but with no effect: the land lay fallow till the month of Sawun, and Ajoodhia continued obstinate, and, in fact, took land from other putteedars; he then thought it high time to take up his land and arrange for its cultivation. On this, Oree, Hujjam, complained in the tehsil, but his case was dismissed. During the Nawabee land had lost its value, and zemindars were only too glad to get assamees to cultivate their lands even at low rates: if an increase of rent was attempted, the assamees immediately fled, but now, there being security under the British rule, the value of land has increased, and good assamees do not object to pay increase for their lands. He receives Rupees 1-8 per beegah for land similar to that held by plaintiff, and cannot afford any longer to let plaintiff cultivate at low rates, as the other assamees would call out. Plaintiff is doubtless an old resident assamee, but there are no reasons that he should favour him; he desires the market value of his land. During the Nawabee assamees could be ousted at will of the zemindar, but since annexation there is a restraint for fear the assamee may harass them by bringing a case in Court.

SULUL LALL, Putwaree, son of SHEWDEEN LALL, caste Kyeth, states:—

That the putwareeship has been in his family for three generations, but he has been acting from 1266 Fuslee. States that, according to puttass still in existence, the cultivation of Thakoor Deen, father of our plaintiff, dates from 1243 Fuslee. At first 3 beegahs 2½ biswas were cultivated, for which Rupees 3-14 used to be paid in 1251 Fuslee; there was an increase of 17½ biswas, rent 3 annas, thus making the entire cultivation 4 beegahs kham, and rent payable Rupees 4-1. This continued the same till 1261 Fuslee; in 1262 Fuslee the cultivation was further increased by 2¼ beegahs kham, and rent Rupees 1-12-6: thus the entire "Jumace" land was 6 beegahs 5 biswas, and rent Rupees 5-13-6. Besides this, there were 5 beegahs 12 biswas "ghullae" till 1269 Fuslee. Plaintiff paid Rupees 5-13-6 for his cultivation in cash, besides produce at the rate of one-third to the zemindar and two-thirds share of kashtkar. In 1270 Fuslee the zemindar raised the rent by Rupees 1-11-6, as the land, though "Palo," had been brought into a high state of cultivation by Oree. The increase was paid, and with the former rent made the entire rent payable Rupees 7-9. In 1270 Fuslee only Rupees 6 were collected, and a balance remained of Rupees 1-9. In 1271 Fuslee Oree paid in full the rent of the year as well as the balance. In the month of "Asar" 1272 Fuslee the zemindar wanted a still further increase, and desired to raise the rent to Rupees 10. Ajoodhia, Oree's brother, flatly refused; he said he could not afford to pay increased rents every other year or so. The zemindar offered a putta; Oree's brother replied he did not mind taking a putta for Rupees 7-9, which was already high, but nothing more. He, the putwaree, reasoned with Bulwunt Sing, and he said he would be content with Rupees 8-9; but Ajoodhia said it was impossible for him to pay so much. Eventually Ajoodhia was willing to take a putta for Rupees 8, but the zemindar would not agree. Ajoodhia did not willingly quit his cultivation: the land is now partly (4 beegahs) seer of the zemindar, and the rest let out to other assamees.

The zemindar wanted more rent from Ajoodhia than was paid by assamees of fields contiguous and for similar land; thus 10 annas per beegah is paid for other "Palo" land, and Rupees 1-8 was demanded from Oree because his field was well manured. Goind land is rented at Rupees 2 per beegah, Majah at Rupees 1-8 and 1-12, and Palo 10 annas.

(Sd.) R. M. NICHOLSON,  
Extra Asstt. Commr.

The 22d February 1865.

*Judgment.*—Under Financial Commissioner's Circular, No. VI., this enquiry is made in connection with the tenant occupancy investigation. The Extra Assistant has kindly assisted me by recording the statements, and I note for his future guidance that it is more convenient to reduce the putwaree's details into a tabulated form, and only to record essential points in addition where the parties differ from the putwaree. The parties before me accept the putwaree's evidence, which I tabulate thus as correct. Plaintiff's cultivation was as follows:—

Years.	Land.	Rent.
Fuslee.	Beegahs.	RS. A. P.
1243 to 1250	3 $\frac{1}{8}$	3 14 0
1251 to 1261	4	4 1 0
1262 - - -	6 $\frac{1}{4}$	5 13 6

and this is the quantity of money-rent-paying land and the rent paid for it to date of ouster, but plaintiff took the following *additional* lands, paying rent in kind, viz.—

In Fuslee 1263	- -	2 $\frac{1}{2}$ beegahs	- -	Additional.
Ditto 1265	- -	2 $\frac{1}{2}$ ditto	- -	More still.
Ditto 1269	- -	12 biswas	- -	ditto.

but these 12 biswas were given up in 1270 Fuslee.

It will thus be seen that plaintiff's cultivation has increased six times in 26 years, the rent increasing with it, sometimes in money and sometimes in kind: and to make a long story short, plaintiff *totals* his cultivation, and claims to hold *the result* for ever, on the ground that it is all alike, his hereditary or prescriptive cultivation. The plaintiff, however, admits that his claim is not one that could have been heard under the native rule, because tenant rights were not then recognized; and as the village is a talookdaree one, covered by a Sunnud, rights cannot now be created which by plaintiff's own showing did not formerly exist.

*Decree.*—Claim dismissed, as by plaintiff's admission he had no rights in the King's time.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

LIST of HEREDITARY CULTIVATORS and others who claim to hold possession of their fields independent of the will of the proprietor.

No.	Caste, Name, Parentage.	No. of Kham Beegahs.	Total rent.	Generations of residence.	Years the fields have been held.	REMARKS.
I.—KHEWUTS.		R. B.	RS. A. P.			
1	Shewdeen, son of Mendhace	24 0	19 0 0	3	50	All at full rates.
2	Boodhee, son of Jehlee	15 0	12 0 0	Nil.	6	
3	Mungroo, son of Mohun	7 10	5 10 0	—	10	
4	Mungree, son of Purowtee	9 0	6 0 0	—	8	
5	Budleo, son of Sudhaie	17 0	13 0 0	3	50	
6	Panchoo, son of Sumun	27 0	20 0 0	3	25*	
7	Boodhoo, son of Pelace	11 0	10 8 0	3	50	
II.—KAHAR.						
8	Purmodhe, son of Petumber	9 0	7 8 0	3	50	* No. 6 admits before me 12 and not 25 years occupancy.

The 27th Feb. 1865.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

23d February 1865.

*Mouzah Muhrumpore Artee, Pergunnah Puchimrut.*

SEWDEEN and others, Plaintiffs, *vs.* BALUK DASS, Maafeedar, Defendant.

*Claim.*—To be maintained in possession as hereditary cultivators.

N.B.—Cases taken up under Financial Commissioner's Circular VI. of 1864, plaintiffs having severally claimed in Zillah Court to retain their holdings independent of the will of the proprietor.

No. 1, SHEWDEEN, son of MADHAE, caste Khewut, says :—

I have lived and cultivated for three generations: the amount of land cultivated was 24 beegahs kham, and rent paid Rupees 19: the lands are poor and of the conventional Palo, and frequently subject to inundation from the "Murha Nuddy." In years when rains were heavy, and much land submerged owing to the rise of the river, as a consideration the zemindar used to remit a small portion of the rent, otherwise the cultivation and rent remained unchanged, and no more was ever paid or demanded than already mentioned.

*Custom.*—During the "Nawabee" the zemindar was all powerful. As long as the cultivator paid his rent he was generally maintained, but could not claim to hold as a right; he could be ousted at any time at the will of the zemindar, and, if he offered active resistance, was likely to be tortured, or perhaps killed. There was no redress in any Court as under the British Government now. The zemindar ousted him in Asar last; he complained in the District Court, and was put in possession in spite of the zemindar, as there is nothing to fear. He could not and dared not complain in the Nawabee.

UNJUT SING, son of SHEW SING, present, says :—

That he considers himself pookhtadar, but his sub-proprietary right is questioned by Muhunt Baluk Dass of Ajoodhia. The statement of Shewdeen (No. 1) is quite correct as regards period of cultivation, amount of land, and rents paid, as also the prevailing custom of the King's time. He has no intention to interfere with the cultivation of any of his assamees, but they have all been tampered with by his enemy the "Muhunt," who has gone so far as to give the assamees law expenses in order to harass him; thus he is against his will kept at feud with his cultivators.

SUNGUM LALL, Putwaree, son of SEWDEEN LALL, says :—

That the putwareeship has been in his family for three generations; he has been in office and doing duty for 20 years.

The statement of Sewdeen, Khewut, is quite correct, both as regards the amount of land cultivated and rent paid, also as to period of cultivation, three generations, which may be put down at 50 years. He has no objection to offer to the very clear deposition given by the assamee named.

No. 2, BOODHAE, Khewut, present, says :—

Begins by saying he is a cultivator of six years' standing.

N.B.—This cultivator can have no right by prescription, and he is therefore discharged from further enquiry.

No. 3, MUNGROO, Khewut, present, says :—

He has cultivated for the last *ten* years. Putwaree and zemindar affirm it is only *eight* years since this assamee settled in the village.

The same remark applies as in No. 2.

No. 4, MUNGROO, Khewut, present, says :—

He has cultivated *eight* years. No further enquiry necessary.

No. 5, BUDLOO, Khewut, son of SUDHAE, Khewut, says :—

He has lived and cultivated for three generations, the amount of land cultivated being 17 beegahs kham, and rent paid Rupees 13. This has been continuous, extending down to the present day; the only exceptions being when the land which borders on the Murha Nuddy was submerged, when remission of rent was sometimes made in very bad seasons.

The land is partly of the conventional Goind, partly Meena, and partly Palo. The putwaree will be able to give particulars. The custom of the Nawabee is truly given by Shewdeen, assamee (No. 1), and he has nothing to add on this point.

UNGUT SING, son of SOOKHA SING, and SOORJHULLY SING, son of SEN SING,  
caste Bais Chutree, state,—

Unanimously, that they have no objections to make as far as regards amount of land cultivated, rent paid, and period of cultivation. As regards the rest, they have already given their deposition at length in Shewdeen's case (No. 1), and have nothing to add.

SUNGUM LALL, Putwaree, present, confirms—

Plaintiff's statement as regards period of cultivation, amount of rent paid, and term of cultivation, and in addition gives the following details :—

Years.	Description of land, rent, and rate.	Total rent payable.
Fuslee.	Beegahs.	Rs. A. P.
1236 to 1270	8 Goind @ R. 1	8 0 0
Ditto	5 Majhar @ as. 12	3 12 0
Ditto	4 Palo @ as. 5	1 4 0
	17 Total	Rs. 13 0 0

No. 6, PANCHOO, Khewut, son of SUMUN, Khewut, present, says :—

That he in person settled down in the village about 25 years ago, since when his cultivation dates. He has all along without any change cultivated 27 beegahs and paid Rupees 20: he was once only ousted during that period, but complained in the Zillah Court, and was again reinstated. The custom during the Nawabee as regards cultivators' rights is already given by Shewdeen, assamee (No. 1), and he has nothing to add.

Putwaree says :—

The period of cultivation is only 12 years; the rest of the statement is correct. Defendant deposes to the same effect.

No. 7, BOODHOO, Khewut, son of PELAE, caste Khewut, says :—

That Sewdeen, Khewut (No. 1), is his cousin, and their claims are the same in every respect; only he has cultivated 11 beegahs kham for the last 50 years, and paid Rupees 10-8, without change to the present day.

Putwaree and defendant confirm plaintiff's statement in every respect.

No. 8, PURMADHEE, Chowkeydar, caste Kahar, son of PETUMBER, states :—

That he has lived in the village for the last 50 years, and since then three generations have passed away. The cultivation all along has been uniform, and also the rent paid; amount of land 9 beegahs kham, and rent Rupees 7 per annum: he was never ousted till the month of Asar last year, but then he complained and got redress in the Zillah Court; he is now again in quiet possession of his fields. The custom and rights of cultivators during the Nawabee have been defined at length by Sewdeen, Khewut (No. 1), and he has nothing to add.

Putwaree and defendant confirm plaintiff's statement in every respect.

(Sd.) R. M. NICHOLSON,  
Extra Asstt. Commr.

27th February 1865.

*Judgment.*—This enquiry is made under Financial Commissioner's Circular No. VI. in connection with the investigation into occupancy rights, these cultivators having all applied to the District Courts to be maintained in possession against the will of the leaseholder. Owing to pressure of work, the Extra Assistant, Mr. Nicholson, has kindly recorded the statements of the parties for me: they are now all before me, and I proceed to dispose of the case.

It will be seen that cultivators Nos. 2, 3, 4, and 6 are out of court, because their occupancy commenced within the term of our Limitation laws; and so, if even a period of

of prescription had been ruled to have created tenant rights in Oude, it would not apply to them.

The other four cultivators may be assumed to be as old as they call themselves, since the defendant and putwaree do not gainsay their statements; but it does not seem that this length of occupancy at unvarying rates has established what even the parties themselves can term a *right*, because their spokesman, Sewdeen, freely admits that they held only at the pleasure of the zemindar in the King's time, and he could have ousted them whenever he chose without their being able to obtain redress. They claimed and obtained restoration of possession because the British Government respects old possession.

As the parties admit absence of all rights in the King's time, and as we are to be guided by old custom in the present enquiry, it is apparent that the cultivators have no case with which to proceed further.

*Decree.*—On their own admission the cultivators are declared to be mere cultivators at will.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

*Note.*—The contention here is caused by the maafeedar and the leaseholder; the former wished to hold kham, and, in view to this, got the cultivators to join him; thereon the leaseholder ousted the cultivators. Since then the leaseholder has been dispossessed, and the maafeedar now holds kham.

LIST of CULTIVATORS who claim to hold possession of their fields against the will of the village proprietors.

MOUZAH MUHRUMPORE ARTEE, PERGUNNAH UMSIN, TEHSIL FYZABAD.

No.	Caste, Name, Parentage.	No. of Kham Beegahs.	Total rent.	Generations of residence.	Years these fields have been held.	REMARKS.
		B. B.	RS. A. P.			
1	Tejæ, Khewut, son of Nirghin, Khewut.	17 0	13 0 0	3	50 years.	
2	Kodæ, Khewut, son of Bessut.	15 0	14 0 0	3	40 ditto.	
3	Sokun, Khewut, son of Jheenjoor.	9 0	8 0 0	Nil.	6 ditto.	
4	Lotæ, Khewut, son of Jheenjoor.	20 0	15 12 0	Nil.	30 ditto.	
5	Gooloo, Khewut, son of Huree, Khewut.	25 0	20 0 0	3	60 ditto.	

(Sd.) P. CARNEGIE,  
Settlt. Officer.

10th March 1865.

*Mouzah Artee Muhrumpore, Pergunnah Umsin.*

*Claim.*—Possession of land as hereditary cultivators against the will of the proprietors as per index.

No. 1, TEJÆ, Khewut, son of NIRGHIN, Khewut, present, says:—

He has lived and cultivated for three generations. About 50 years ago his grandfather, Maræe, Khewut, settled down in the village, and at the very first cultivated 17 beegahs kham, for which he paid Rupees 13 rent to the village zemindars. The amount of cultivation and rent continued unchanged during his father's lifetime to the present day. He was forcibly ousted from his cultivation in the month of "Asar" last; but on complaining in the District Court was reinstated, and is now in quiet possession. Only appears now as all cultivators are summoned to have their rights investigated.

*Custom.*—During the "Nawabee" the zemindar was all-powerful; at his will the assamees cultivated and paid such rents as he demanded. The zemindar had the power to change the rents or oust an assamee, and make the land over to another, and the

assamees had no redress, and were too weak to oppose, nor had they any Courts where they could obtain justice as now. The assamees could not, as a matter of right, transfer their fields to their sons or heirs, but when the assamee paid his rents regularly and kept on terms with the zemindar, transfer was allowed as a reward and favour, not otherwise. The zemindar could resume any land for building purposes or village sites, and no objection could be made or compensation demanded; wells were dug by assamees with the permission of the zemindar. In fact, whatever an assamee did was with the permission and good will of the zemindar; any attempt at opposition was severely punished, either by ejectment, or, in extreme cases, loss of life.

GOOLZAR SING, defendant, son of SURDAR SING, caste Bais Chutree, present, says:—

The statement of Tejaee, Khewut, is correct as regards period of cultivation, rents paid, and custom; he has no desire to oust him so long as he pays full rates.

Putwaree reported not present.

No. 2, KODAE, Khewut, son of BESSUT, Khewut, caste Khewut, says:—

That he has lived and cultivated for three generations. His grandfather, Maraee, Khewut, originally cultivated 15 beegahs, and paid Rupees 14, and this without change has descended to him; he, in common with his relatives, other Khewuts, were ousted wholesale by Goolzar Sing, but on complaining in the District Court was again reinstated. It is now about 40 years since his grandfather set foot in the village. The custom during the Nawabee with regard to cultivators' rights is truly described by his relative, Tejaee Khewut (No. 1), and he has nothing to add.

GOOLZAR SING, defendant, son of SURDAR SING, caste Bais Chutree,—

Confirms Kodae Khewut's statement as regards period of cultivation, amount of rent paid, and custom; adds that he has no wish to oust any of his assamees so long as they pay full rents at the market value of the land.

Putwaree reported absent at Fyzabad.

No. 3, SOKUN, Khewut, son of JHEENJOOR, Khewut, caste Khewut, says:—

He has been a cultivator for six years; the amount of his cultivation being 9 beegahs, and rent payable Rupees 8.

N.B.—This cultivator can have no right by prescription, and further enquiry is therefore unnecessary.

No. 4, LOTAE, Khewut, son of JHEENJOOR, Khewut, caste Khewut, says:—

He has lived and cultivated for 30 years, and has in person always cultivated 20 beegahs, and paid Rupees 15-12; he has only once been ousted during the period named, viz., in Asar last year, in common with other assamees, but was instantly reinstated on bringing a suit in the District Court. As regards custom with regard to cultivators during the Nawabee, the statement made by Tejaee, Khewut (No. 1), is quite correct, and he has nothing to add.

SOOKHRAJ SING, defendant, son of MAHARAJAH SING, caste Bais Chutree,—

Confirms Lotae Khewut's statement with regard to period of cultivation, rents paid, and custom; adds, that he has no desire to oust his assamee as long as he pays his rents regularly.

Putwaree reported absent at Fyzabad.

No. 5, GOOLOO, Khewut, son of HUREE, Khewut, caste Khewut, says:—

That he has lived and cultivated for three generations. His grandfather, Badul, first settled in the village about 60 years ago, and at once cultivated 25 beegahs, and paid Rupees 20, as he was a well-to-do cultivator always. The amounts of land and rent have remained unchanged to the present day, nor was possession disturbed till last year, but this was restored on complaining in the District Court. Tejaee Khewut's statement as regards custom is quite correct.

ANUND SING, defendant, son of DYAL SING, caste Bais Chutree, says:—

Confirms statement with regard to period of cultivation, rent paid, and custom.



15th March 1865.

## PARTIES PRESENT :

NIPAL, brother of and representing GOOLZAR, defendant, present, questioned, says :—

At different times the fields of these cultivators were subject to enhancement. In 1252 Fuslee one and half annas per beegah was added on some fields ; in 1257 Fuslee half an anna per beegah was added on other fields ; in 1262 Fuslee one anna was added on others. These enhancements had reference to special fields of these cultivators, and were not made rateably on all alike.

No. 1. TEJAE, speaks for all present, says :—

We admit what Nipal has said.

16th March 1865.

*Judgment.*—These proceedings are held under Financial Commissioner's Circular No. VI., the cultivators having sued in the District Courts to hold their lands in opposition to the will of the proprietor. Owing to pressure of work the Extra Assistant Commissioner has recorded the statements for me. The real contention here, although it is not reduced to record, is between the maafeedar and the lessee of the village. The former, wishing to oust the latter, was joined by the cultivators, and thereon the cultivators were all turned out by the lessee. Since then the said lessee has himself lost possession.

No. 3. cultivator is out of Court, because his occupancy is only of six years. The other four are old cultivators ; they are all of low caste, paying full rates. It has been ascertained, by close questioning by this Court, that particular fields belonging to these cultivators were subjected to enhancements of rent on three different occasions, viz., in 1253, 1257, and 1262 Fuslee ; and from this it is clear that rents used to be raised when and to the extent that the holder of the village liked. These increases were made on a different principle in this village to that invariably adopted in all the other cases that have come before this Court ; viz., in this village the enhancement was made on specific fields only. In all the other villages enhancements were made rateably on *all* the lands of the resident cultivators alike, so much extra being taken per beegah of land or Rupee of rent. These cultivators all admit the power of the owner to do just as he liked in the King's time ; he could change rents or change the cultivators, and there was no redress for the latter ; whatever they enjoyed was by *favour*, and not of right. The power to enhance has been shown to have been exercised three times in the 12 years before our rule. Under these circumstances, by their own showing, according to the custom of the country, these cultivators who claimed rights in Court had none whatever ; and as we are referred to custom for the disposal of these cases, it is clear that these men are out of Court by their own admissions.

*Decree.*—These cultivators, on their own admission, are declared to have no rights of occupancy.

(Sd.) P. CARNEGIE,  
Settlt. Officer.

From the Commissioner, Lucknow Division, to the Financial Commissioner, Oude,—  
No. 714, dated the 17th March 1865.

I have now the honour, with reference to your circular, No. II., of 24th October last, to submit the result of the Settlement Officer's enquiry in the Oonao District into the occupancy rights of tenants.

2. The scope of the enquiry has not been confined to claims actually made by cultivators, but investigation has been made in large villages and towns from the oldest resident cultivators, as well as zilladars, mokuddums, putwarees, and native officials of the old Government, which latter have now no personal interest in the matter.

3. I have gone over the several cases investigated by the Settlement Officer, and in a separate memorandum have briefly recorded the result of the decisions in each case.

4. The enquiry has taken place in 32 villages,\* in four tehsils, and 10 different pergunnahs, from all classes of cultivators. It will be observed that the Settlement Officer, after selecting certain villages, invited claims ; but after some time, when most of the villages had been visited, and hardly any persons came forward to advance claims

* Talookdaree	13
Zemindaree	8
Putteedaree	10
Bhyacharah	1

claims, the Settlement Officer assembled the oldest cultivators, and had lists made of their holdings, and wherever claims were eventually made the landlords and cultivators were confronted. The results of the several examinations are fully recorded in the files now submitted. The procedure has been in conformity with your instructions.

5. The general result is that long residence and cultivating occupancy in a village is proved in many instances, and occasionally the same fields remained in the same cultivator's possession for generations; but the holders admit they could not have kept possession under the old Government against the zemindar's will (*vide* Russoolabad case).

6. Almost invariably the statements of cultivators, themselves interested in the enquiry, have been that under the old Government the right of occupancy did not exist, but that they would complain if turned out *now*. There are instances of cultivators who, by favour of the authorities, a chukladar, or a friend at Lucknow, did continue to hold on without paying the highest rent or the same rate as his neighbours did. Old maafeedars, too, have some rights to be recorded in their holdings, and in the case now tried the zemindar at once admitted that the land did not belong to him. This maafeedar is, therefore, an under-proprietor, but not an hereditary cultivator.

7. The evidence of canoongoes and putwarees has been very decided on the points under discussion; independent testimony too has been recorded, and all to the same effect.

8. There is no other class of cases arising out of rights in land in which documents are not extant, or in which leading cases could not be quoted; and it is remarkable that in the course of this enquiry no cultivator or witness has orally testified to, or by documentary evidence shown, a single instance in which such a claim had been preferred under the late Government, and much less that cognizance had been taken of it.

9. Under these circumstances I can but express my opinion that this investigation has fully established that no right of occupancy existed under Native rule.

10. I regret that the investigations have not been completed in the districts of Durriabad and Lucknow, but the copies of the Settlement Officer's latest replies\* to repeated requisitions is strong confirmation of the non-existence of any right, as it is not even claimed.

\* Copies enclosed.

## OCCUPANCY RIGHTS INVESTIGATIONS.

### ABSTRACT OF CASES SUBMITTED BY ASSISTANT SETTLEMENT OFFICER, OONAO.

#### *Tehsil Suffeepore.*

Of three cultivators in this village one only claimed his holding by right, his family having been 14 generations in the village; he claimed 13 beegahs 7 biswas. It was proved that his fields were always changing, and in 1259 Fuslee were all new; that he then held only 5 beegahs 18 biswas, which gradually increased. The two others admitted they had no right. The canoongoe never heard of tenant's right.

Claimed to have held 11 beegahs 1 biswa for many generations; admitted 4 beegahs were a recent acquisition. Talookdar allowed the cultivator had held for a long time, but had no right of occupancy; and tenant allowed he knew of no custom or usage under the old Government which authorized his claim, and that he knew of no cultivator who had ever preferred such a claim. Putwaree's papers showed six of plaintiff's fields were long in his possession, but at varying rates.

All cultivators admit that they could not hold adverse to will of the zemindar.

Seven claimants examined. Testimony generally shows that in the Nawabee they did not consider they held their fields by any right. Length of possession is pleaded by some as a reason that they would now complain if ousted; but no one quotes any custom, or knew of any right. The evidence of old residents and late Government officials recorded in this case, Surfraz Hydur, Fazul Russool, Behareeloll, and others.

*Tehsil Oonao.*

Four cultivators all claimed long occupancy. No. I. stated no such right existed in Nawabee, and that he could have been ejected; No. II. the same, but both would complain if now ousted; No. III., Sirdar Sing, claimed certain beegahs in Taruf Mahnut, and also in

No. 1.  
Pergunnah Hurha.

Taruf Sirdar; he held out he had a right of occupancy from building wells, &c., but papers proved that former holding commenced in 1261 Fuslee, and in the other he had no land at all in 1251 Fuslee: he had no proof that in Nawabee there was such a custom, and he did not even establish long occupancy. Ram Sing, No. IV., admitted he only held a long time because he was a King's servant; that there was no tenant right in Nawabee.

Claimed right of occupancy, but all admitted they had no such right in Nawabee.

No. 2.  
Eight cultivators vs. Gopal Sing,  
Talookdar.

Many of the fields have been held for many years by these cultivators, but their holdings have been constantly altering: eight years is the longest any of them have held the same land at the same rent.

No. 3.  
Hussein Nuggur, talookdaree  
tenure, held Pokta by hereditary  
zemindars.

Five old cultivators examined; claimed no right of occupancy, but would complain if now turned out; could plead no old custom.

Old cultivators sent

No. 4.  
Sheikhpore, zemindaree tenure.

for and examined; stated they were long residents; always cultivated, but no fixed holdings, and in the Nawabee the custom was unknown of tenants holding by right.

Assistant Settlement

No. 5.  
Kusba Oonao, talookdaree.

Officer considered this a likely village to find tenant rights in, if any existed. At the Suddur, knowing our system and being aided by vakeels, litigants would be more likely to sue. Only

three persons made any sort of claim, the majority of cultivators declaring they had no rights, and none existed: many had built pucca wells; some had lost them, but did not appear to conceive they had thereby lost a right.

In the three claims alluded to, Buksh, No. VI., stated he had held some land for 19 years, and built pucca wells; that he could not be ousted, but that talookdar could raise his rent to any sum; admitted that he asked permission to cultivate from year to year, and also asked leave to build well. No. II. was the canoongoe who claimed land given by Government officials for his services. (This is a separate question.) The third is the case of Sheodutt *versus* Government pensioner, who got a holding and used the name of British Government to keep him in possession. Repudiates having anything to do with the zemindar: nevertheless, on examining the papers, it appears that every year his holding changed, and, although supported by the chukladar, he could gain no occupancy right. In 1254 Fuslee he had 7 beegahs 3 biswas in 10 fields, but none of them in 1250 Fuslee; and in 1259 again he had added 4 beegahs 3 biswas, and the rest he has acquired since, and in no four years has he had the same fields.

This is a direct claim to 8 beegahs at rent of Rupees 22, and was based on having long held in Nawabee by influence at Lucknow. Claimant admitted changes in his holding; called two canoongoes as witnesses to right of occupancy, who gave quite contrary testimony. The fields were all changed as recently as 1266 Fuslee.

No. 6.  
Hurdeen vs. Chowdry Dost Ali.

This is a claim to 8 beegahs 18 biswas of land held for many years. It is stated in

No. 7.  
Chotsy vs. Dost Ali, talookdar.

plaint, on its being pointed out to claimant by papers that he had never held the same fields for five consecutive years, he admitted he only claimed as he had been long resident in village. The zilladars and others in this village were examined, but knew nothing of occupancy right under old Government.

*Tehsil Nawabgunge.*

There was an investigation in the two Tarufs, Mahommedan and Brahmin; only one person claimed in each; the remainder admitted that there was no such right as occupancy. Cheytram claimed from length of occupancy as zemindar's mahajun, and, with all others, admitted that according to custom no cultivator had a right of occupancy. Gyadeen claimed 27 beegahs 11 biswas from length of occupancy; his holding was not continuous or of long date; only 11 beegahs out of the whole were held by the family under late Government.

No. 2.  
Sidsath, zemindaree tenure.

Old residents examined. Would complain if turned out, but would not show any right of occupancy by custom or otherwise.

No. 3. There was a long investigation here, and I concur with the  
Russoolabad, putteedaree tenure. Settlement Officer's remarks, as follows:—

"We therefore find that the holdings of ordinary cultivators were always changing, as was also the rent, and that there is no one who comes up to Mr. Thomason's definition of a tenant with a right of occupancy; and if we are to believe the statements of those most interested in the matter, that of cultivators themselves, no tenant rights of any sort whatever were ever conceded. The mokuddums and head ryots, who usually, in large kusbas and villages owned by non-resident landlords, acted as middlemen between the landlord and tenant, state the same thing, as does the old putwaree of this village, who had only been dismissed a few weeks, when Settlement Officer recorded his deposition, and who, if such rights had existed, would assuredly have pointed them out." There was one cultivator, Sheodeen, in this large kusba, who attempted to prove a right: he had been long occupying, but his holding had changed; he had, however, been treated with some leniency as the zemindar's mahajun.

All admitted no right, except one cultivator, who claimed to have held the same field a long time; but it was proved that they were constantly changing.

No. 4.  
Pergunnah Asoha, talookdaree.

Three cultivators claimed to be recorded as cultivators; but they withdrew their claim, and admitted their holdings were always changing and at the will of the zemindar. Girdharee wished to make out he had held his fields for a length of time, but reference to papers showed that, excepting one field, none had been in his possession before 1256 Fuslee.

No. 5.  
Tiloke vs. Ram Buksh.

No one claimed; but very old residents were examined: no right proved.

No. 6.  
Nolhar, Utowra, Jowahir, &c.  
No. 7.  
Monzah Maki, Pergunnah Asewa,  
tenure Bhyacharah.

No. 8.  
Parendah, Pergunnah Julothur  
Ajgaon, tenure talookdaree.

A large number of cultivators examined, but no kind of right elicited.

Many cultivators claimed to have held many years, but disavowed any right of occupancy.

#### *Tehsil Poorwa.*

No regular cultivators claim right, but an ex-maafedar holds a large estate, and zemindars admit they have no right to oust this man, as the land belongs to him, although, as they have been now assessed, they charge him rent. The ex-maafedar should have been settled with, and has an undoubted right to be recorded, but this cannot be called a tenant right.

*Separate Case.*  
No. 1.  
Kusha in Pergunnah Poorwa,  
Sheodeen, Lamberdar.

#### *Tehsil Oonao.*

Case subsequently submitted, 13th February 1865.

Claimed to be recorded as cultivators with right of occupancy at fixed rates in 22 beegahs 2 biswas. Period of occupation is stated to be 30 years in all fields, but three admit that rights of occupancy were unknown in Nawabee, but in virtue of long possession at fixed rates claims to hold now. On enquiry it was elicited by his own witnesses that the holding was not a continuous one, and he himself allowed that the kooboolyutdar could have ejected him if he liked. Papers were with difficulty procured in this case, but they show that in 1252 Fuslee claimant held only 6 beegahs 18 biswas, in 1253 Fuslee 10 beegahs 15½ biswas, which gradually increased up to 1264 Fuslee to 20 beegahs 6½ biswas, at Rupees 41 annas 6.

The claim, therefore, could not stand by either length of occupancy or by Nawabee custom, and there was no fixed rate.

(Sd.) S. BARNES,  
Commissioner.

#### MEMORANDUM No. 64.

As directed in docket dated 18th February 1865, I submit the memorandum explaining the measures adopted in this district to carry out the orders contained in circular No. 97-1551, dated 1st November last.

Having made a selection of the required number of villages, I sent lists to the Sudder Moonseerims and Extra Assistant, with directions to proceed to each village, collect the inhabitants, and, after explaining matters to them, call upon all who had any such claim to come forward, intending myself to take up only such cases as were preferred. But after

after some time, when most of the villages had been visited, finding that hardly any claims were advanced, I made over one tehsil to the Extra Assistant, taking the rest of the district myself, and proceeded in the following manner:—I had the cultivators assembled, those who had held longest selected out, and lists prepared of their holdings. I then had each man up, recording his deposition, questioning him as to length of occupancy, custom, and usage in the Nawabec, &c., and also whether he had any claim to make; if he declared he had none, I passed on to some one else, but if he preferred one, I at once confronted him with his landlord, recording the latter's answer. When the claim was denied, as it invariably was, I called upon the cultivator to offer any proof he was able of the correctness of his suit, either oral or documentary; upon this it was usually withdrawn; in only a very few cases were witnesses called, and in still fewer was any documentary evidence produced further as far as possible. I have tried to test the assertion of cultivators as to their length of occupancy by examination of village papers. This has been a long business, but the result has fully proved what all the independent witnesses have stated, viz., that no cultivators in this district ever held the same lands at the same or even varying rates any length of time.

To make the enquiry as full and effectual as possible, I selected villages out of every

<i>Tehsil Poorwa.</i>			
Pergunnah Poorwa	-	-	5 villages.
Ditto Morawun and Surwan	-	-	5 do.
<i>Tehsil Oonao.</i>			
Pergunnah Oonao	-	-	4 villages.
Ditto Secunderpore	-	-	1 village.
Ditto Hurha	-	-	2 villages.
<i>Tehsil Nawabgunge.</i>			
Pergunnah Asewun	-	-	7 villages.
Ditto Jhulotur	-	-	1 village.
Ditto Asoha	-	-	2 villages.
<i>Tehsil Suffeepore.</i>			
Pergunnah Suffeepore	-	-	2 villages.
Ditto Bangaum	-	-	3 do.
Total	-	-	32 do.

pergunnah in the district. I took those held by all castes and classes and under every tenure, as will be seen by reference to marginal notes; and, further, I chose all the largest and most important towns in the district, feeling certain that in them, rather than in small out-of-the-way villages, rights of occupancy, if any existed, would be found, and residents in them, being better educated, intelligent, and generally more alive to their own interests, would be more likely to advance their claims than ignorant villagers. In this I was correct, for nearly every claim was put forward by a resident of a large town.

I was unable to employ punchayets, because in this district there is no third class

Talookdaree	-	-	-	13 villages.
Zemindaree	-	-	-	8 do.
Putteedaree	-	-	-	10 do.
Bhyacharah	-	-	-	1 village.
Total	-	-	-	32 villages.
<hr/>				
Mahommedan	-	-	-	6 villages.
Thakoor	-	-	-	12 do.
Brahmin	-	-	-	6 do.
Kyeth	-	-	-	1 do.
Kutree	-	-	-	3 do.
Fukeer	-	-	-	2 do.
Kulwar	-	-	-	1 do.
Koormee	-	-	-	1 do.
Total	-	-	-	32 villages.

independent of landlords and tenants; and to select arbitrators from either of these two classes would have been out of the question, as the matter under investigation directly affects the interests of both; I therefore considered it best to proceed in the manner described, and to record the evidence of such officials of the Native Government still in the district, selecting, as far as possible, those unconnected with the landed interests. Of course only one or two of this class are to be found, but all are highly respectable gentlemen, and not likely to deliberately give false evidence in a matter of this sort. Further, I examined canoongoes, put-

warees both in and out of office, ex-zemindars who have lately lost their villages, and mokuddums. I have thus examined every class of person in the district likely to afford information, and every one of them allows that, according to native usage and custom, there is no such thing as tenant right. The evidence shows that scarcely a man ever held the same land any length of time, holding and rent being always changing; that, so far from a tenant who had improved the land by building a pucca well being allowed to enjoy the fruits of his improvement, the mere fact of his having means to make improvement was sufficient reason for an immediate and large increase in his rental; and, as far as I can learn, with the exception of some of the Oonao kachees, who were left in possession because no one else could or would pay so high a rent, I don't think there is a family who have built a pucca well who are now in possession of the land for improvement of which the well was built. I think it right in this memorandum to record my opinion, founded on the evidence collected in course of this investigation, that in the Nawabee tenant rights of any sort or description were unknown, though I have laid myself out to hear all claims and to search out for those likely to have such rights. I have been unable to find any; even those claimants who came forward to sue were unable to point out any one whose right had ever been recognized under the Native rule, or any evidence of the existence of such a custom; and if there were such, it is hardly to be supposed there should not, at some time or another, have been disputes, and some decision given either by a village punchayet or

Government officials. But though orders of Government officials are found in existence regarding other rights, none are found regarding tenant rights; and though every one, landlords and all, allows that shunkullupdars not at present recognized by us have right to retain their holdings, no one will allow that a cultivator ever became aught but a mere tenant-at-will. The only case I know in which the cultivator seems to have a shadow of a title is in the case of Chuck Lumba, Mouzah Bisara: the present tenant's father took some jungle land about 60 years ago, broke it up, and has held ever since; but the tenant is the karinda of a neighbouring talookdar, and even by his own showing his rent has steadily increased with his improvements, rising from Rupees 45 in 1217 Fuslee to Rupees 119 in 1267 Fuslee. This case is quite exceptional, and can hardly be taken as a precedent, the usage and custom of the district being so very decidedly against it; and when investigation was being made into tenant rights in his principal talooka, Indurjeet, this karinda, stated that according to Nawabee custom not a cultivator in the talooka had right of occupancy. The case, however, being a peculiar one, I send it up for inspection. In this district there are no influential landlords, the vast majority of the estates being held by small zemindars, who in the Nawabee were considered a lawful prey by all Government officials and their friends. Villages were constantly changing hands from one farmer to another, and back again to the ancestral zemindars; so that between them all the wretched cultivator was so ground down that in self-defence he fled from his village, and was only too thankful to lose his old holding and appear in the character of a new cultivator elsewhere, or, waiting until his own village became entirely deserted, return on somewhat better terms, to be in a few years again oppressed and again forced to flee.

I send a number of my own and the Extra Assistant Commissioner's files for inspection. If necessary the whole can be submitted, but the most interesting are herewith sent.

In none of the summary suit cases sent to me in accordance with circular, No. 8-91, dated 11th November 1864, have the cultivators made any direct claim; and having fully investigated the question, I have not thought it necessary to take up any; if, however, there is any point still remaining undetermined, a further investigation can be made.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

Oonao, the 15th December 1864.

Mouzah Jogeeekot, Pergunnah Bangermow.

LALLMUN vs. CHOWDRY GOPAL SING, Talookdar.

LALLMUN, son of HURREE, 40 years, Kachee, of Jogeeekot.

My family have been five generations in this village. I hold 10 beegahs one biswa, and pay Rupees 46-13. Fields as per margin. My father held these fields, and my grandfather also held them. I don't remember what we paid in the Nawabee, but rent was always changing, sometimes more, sometimes less. Land never altered; that is, we increased our holding, never lost any. I don't remember when we increased; cannot say how much my grandfather held, nor how much my father held. My father died about 30 years ago; since then I have held these fields; used to take others when we could do so, and then gave them up. I gave five puttass. My name is not Lallmun; it is Leilo. I appear for him; he is too ill to appear himself. My holding is separate from Lallmun's; I hold 8 beegahs 9 biswas, and pay a rental of Rupees 40-8. Fields as per margin. In 1247 Fuslee I separated from my brother. I have held these fields since then; rent changed, sometimes more, sometimes less; land never taken from us. We always paid the rent demanded of us, and never absconded; why should the fields be taken away? I have no right to the land; my brother only sued in hopes of keeping the land; my right is to pay whatever rent is demanded, and to do what I am bid. The land is not mine, but the talookdar's. We have four pucca wells and several groves; the land on which the trees stand was given to us by the Chowdry Sahib. I could not hold the land a day if the talookdar chose to oust us. I again state I have no right to or over the land.

No.	B.	D.
698	-	1 11
730	-	2 3
738	-	1 3
807	-	1 7
809	-	1 6
812	-	1 4
1018	-	1 7
Total	-	10 1

No.	B.	D.
740	-	0 2
741	-	0 14
742	-	0 8
743	-	1 0
805	-	1 6
813	-	0 15
1014	-	2 11
1019	-	1 13
Total	-	8 9



		B. B.				
Received puttass filed by Leilo, 1211 Fuslee, in name of Mukree	19	18½	Rental Rs.	34	1	0
1200 ditto do.	24	1½	do.	42	15	9
1223 ditto Bussunt	24	1	do.	64	4	6
1226 ditto do.	28	1	do.	88	4	6
1242 ditto Lallmun	22	9	do.	99	0	0
1260 ditto do.	12	17¾	do.	45	15	0

KHOOSHAL, son of FUQUEREE, 30 years, Kyeth of Mutkooree.

I have been putwaree or rather my father has been putwaree since 1240 Fuslee; he is still alive, but is now very old, and cannot get about readily. Leilo and his family have always held land; they sometimes took more land, and thus amount of holding has been changing, as also amount of rent, but for the most part their old fields have always been held by them; they have never absconded; they always paid their rent well, and of course were never interfered with. I know of *no* cultivator who could not have been ousted by the talookdar had he pleased to do so. I never heard in Nawabee of mouroosee cultivators.

LEILO re-examined.

Yes, that is correct. Talookdar could always oust when he pleased. The building a pucca well gives no right to the land for irrigation of which it was built.

GUNGADEN, son of LEILO, 5 years, Brahmin (Pandy) of Jogeeekot.

No. 707	-	-	B. B.	Oonao. I hold 12 beegahs 1 biswa, and pay Rupees 44-10 rent.
" 714	-	-	1 13	Fields as per margin. I have held these fields a long time; I
" 724	-	-	1 1	believe my father did so. We formerly held more land;
" 732	-	-	1 12	gradually gave it up. Rent always changing; changed at
" 729	-	-	1 4	pleasure of the <i>hakim</i> . I mean by that the talookdar, who had
" 644	-	-	0 18	always the right of increasing rent when he pleased. He could
" 681	-	-	0 15	also oust. I claimed to hold my land before the Naib Sudder
" 761	-	-	1 17	Moonserim; I said that if ousted I would sue; I would do so
" 820	-	-	1 14	in hopes of keeping my land. I could not plead any right in
" 830	-	-	1 5	the land. In the Nawabee tenants had no rights of any kind;
	-	-	0 4	the talookdar did what he pleased. I never heard of a cultivator who could hold any
Total	-	-	12 1	land against the wish and will of talookdar.

MUNSUFI ALI, Agent for CHOWDRI GOPAL SING.

The third cultivator who claimed before the Naib Sudder Moonserim could not attend, as his sister has just died, and he had to attend the funeral. I never heard of any tenant rights. In the Nawabee my father was Zilladar under Gopal Sing, and I was in Government service as a news-writer. I was in Baiswarra and Sandee ilakas; I never heard of any tenant rights. The zemindars always had the right of doing what they pleased with lands and cultivators both.

*Order.*—Tukoonee to be summoned on my Camp going to Bangermow after the holidays, 6th January.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Camp Jogeeekot, the 11th January 1865.*

TAKOOREE, son of MUKKA, 40 years, Kachee, of Jogeeekot.

No. 867	-	-	B. B.	My family have been 14 generations in this village. I hold 12 beegahs 7 biswas, and
" 896	-	-	1 4	pay Rupees 43-7. Fields as per margin. I have held these
" 507	-	-	1 4	fields since my family first came into the village. I was away
" 885	-	-	2 18	from the village for 10 years or so, but my uncle Ghunsiam
" 886	-	-	0 7	held these fields. On his death, 18 years ago, I returned and
" 887	-	-	0 9	took the fields; never changed. I have no pucca wells; I have
" 902	-	-	0 2	some cutcha ones. If I were ousted I would complain; had
" 911	-	-	2 14	I been ousted in Nawabee I would have complained to the
" 915	-	-	2 1	Vizer in Lucknow; I would plead that I had held for a long
	-	-	1 8	time,
Total	-	-	12 7	

(290.)

M 4



time, and had always paid what was demanded of me. My uncle once went to Delhi, and complained of increase to rent, and obtained an order letting him off. This was before I can remember, and before Oude was a separate country. Peera, Puthan, went with him; he is still alive.

#### MUNSUB ALI, Agent for CHOWDRI GOPAL SING.

Takooree left this village in 1247 Fuslee; only returned in 1259 Fuslee; he then took 5 beegahs 18 biswas, rent Rupees 13 annas 8; he and his sister took land together; Nos. as follow:—507 and 902; in 1260 Fuslee they held 9 beegahs 13 biswas; rent Rupees 23-4; Nos. 507, 506, 911, and 902; in 1261 Fuslee same fields; 1262 Fuslee 9 beegahs 17 biswas; rent Rupees 25-12-13; Nos. 507, 506, 911, and 902, 4 beegahs in the increase being included in No. 507; in 1263 Fuslee 11 beegahs 2 biswas, rent Rupees 26-12-3; Nos. 507, 506, 911, 902, 915; this holding remained up to 1265 Fuslee, when he took other land; rent has been steadily increased until he now pays Rupees 43-7.

Ghunsiam died in 1248 Fuslee; the year before his death he held 6 beegahs, Nos. 507, 505, and 829. In 1249-50 Fuslee these were given to other cultivators the same caste; in 1251 Fuslee 507 and 829. Bhugwunt Kachee held also in 1252 Fuslee; in 1253 Fuslee Mussumat Muno, cultivator's sister, held 17 beegahs out of 507, and the rest given to other cultivators, some in 1254 Fuslee; in 1255 Fuslee Mussumat Muno got somewhat more of No. 507, making total of 2 beegahs, rent Rupees 12. In 1256 Fuslee she held No. 507 and another field, whose number I don't know, in all 4 beegahs, in 1257 Fuslee, some in 1258 Fuslee; she held only 1 beegah 18 biswas, part of No. 507; in 1259 Fuslee Takooree returned as above stated. The zemindars always had right of ousting any cultivator he pleased. I don't know one cultivator whose holding has continued the same for any number of years together.

#### TAKOOREE re-examined.

I have filed my puttas. Hurree was my grandfather. All the fields entered in the 1214 Fuslee have passed out of our hands, also the lands held by my father, nor by myself in 1242 Fuslee.

	B.	B.		RS.	A.	P.	
In 1214 Fuslee Hurree held	-	9	1 of land, rent	23	6	0	Fields Churee-koo-Puteea, Seyn-
" 1242 " Mukka do.	-	4	11 do.	2	0	0	guna, Chowka, Tarapon.
" 1247 " Takooree do.	-	7	0 do.	7	14	0	Do. Bunjur Kaimahar.
							Do. Turaie.

#### TAKOOREE re-examined.

Lands changed according to capacity of cultivator to hold. When well off held more, when poor held less land. I received a putta every year in Asar, and at that time all changes of land were made.

HURPERSHAD, son of TAKOORPERSHAD, 35 years, Kyeth of Bangermow, Ex-Canoongoe.

I never heard of tenant rights in the Nawabee; the kuboolyutdars did whatever they pleased; increased rents to any amount they liked, and changed fields. I never heard or knew of a cultivator whose rents could not have been raised; there was no usage as to increase of rent or change of fields; the kuboolyutdars did what they pleased. I know of no cultivator whose holding has come down to him unchanged, or who has held the same field any length of time. In no other village will such old residents be found as in Jogekot, and in this holdings were constantly changing. I have heard Takooree's statement; it is false: there are no cultivators in this pergunnah, nor in any other that I ever heard of, having right of occupancy like the mouroosee assamees in the North-Western Provinces.

Order.—I took this village as one in which old residents were to be found. Three Kachees were found who had old puttas. Two, Lallmun and Gungadeen, allowed that the talookdar always had right of ousting them, and that the building a pucca well gave no right of occupancy. On reference to old papers, it appears that their holding was always changing in amount, though for the most part old fields are still held by them. The third, Takooree, stated that talookdar had no right to oust him, as he had held the same

same land for many generations. He filed three puttass, one of his grandfather's for 1214 Fuslee, one of his father's for 1242 Fuslee, and one of his own for 1247 Fuslee. The lands are all different; the fields held at one time were not held at another, and those held now are entirely different to all three. On inspection of putwaree's papers, I find that Takooree was away from 1248 to 1259 Fuslee; that his sister, on whose holding he lays stress, was always changing her holding; that he received in 1259 Fuslee only 5 beegahs 18 biswas, which he has gradually increased up to 12 beegahs 7 biswas: so that, instead of his having held same fields for generations, his holding was entirely new in 1259 Fuslee, and has been changing either in extent or in rent every year. The real canoongoe of the pergunnah, Hurpershad, states that he never heard of tenant right in the Nawabee, nor has he ever met with a cultivator whose holding has come down unchanged. Under these circumstances, Takooree's claim is rejected, his standing ground having been cut from under his feet by proof of constant change in holding. Case is consigned to record chamber.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer,

*Camp Jogeeekot, the 13th January 1865.*

*Mouzah Jogeeekot, Pergunnah Bangermow.*

BHOWANY vs. CHOWDRI GOPAL SING.

*Suit.*—To be maintained in possession of 11 beegahs 1 biswa of land.

BHOWANEE, son of Oodut, 35 years, Kachee, of Jogeeekot.

I am a cultivator, and have held my land for many years; have always paid the rent demanded of me. Now hear that lumberdar is about to include my land in his seer; I therefore claim to continue holding as I have hitherto done. I hold 11 beegahs 1 biswa, and pay Rupees 46; fields as per margin, which have been held by my family for many generations; that is, those marked \* are new, and the others old, three or four generations at least; never lost possession. Never absconded from the village. I claim to keep my whole holding, not merely the old fields. I cannot plead any old custom or usage in support of my claim. I don't want to lose my fields, and therefore sue to hold them. I know of no usage or custom. I have held a long time. I include my new holding in my claim, as I now hold them under one putta. In Asar we received puttass; some years received them, some years did not do so. I never asked permission before cultivating when I did not receive a putta. Rents were increased, sometimes diminished; the zemindar made this increase. I present my puttass.

*Putta in name of Oodet Kachee, 1235 Fuslee.*

	B.	B.	
Turayawalla, No. 814	1	0	old measurement.
Khairah, No. 1020	-	2	8 ditto.
Ghairah 1, 804	-	1	5½ ditto.
Ditto 2	-	1	1 ditto.
Ditto 3	-	1	5½ ditto.
Bureea	-	0	11 ditto.
Bhoosee Thank	-	3	5½ ditto.
		<u>12</u>	<u>16½</u>
Rent Rupees	-	43	14
Increase "	-	15	7
Total - Rupees	-	<u>59</u>	<u>5</u>

*Putta in name of Bhowanee Kachee.*

Turayawalla	-	-	No. 814
Khairah	-	-	" 1020
Ghairah	-	-	" 804
Dugraha }	-	-	
Bugeea }	-	-	8 14½
Rent Rupees	-	31	12
Increase -	-	2	5
Total Rupees	-	<u>34</u>	<u>1</u>

BHOWANEE re-examined.

I cannot say that I held any land without permission of landlord; of course, I had his permission, but he never interfered with me.

MUNSUB ALI, Agent for CHOWDRI GOPAL SING.

This cultivator always paid well, and, of course, was never interfered with; had he not always paid what was demanded of him, he would at once have been turned out; or had the landlord chosen to oust him, he could have done so. The putwaree will give his holdings in former years.

BHOWANEE re-examined.

Lallmun is my uncle; his holding is quite separate from ours. I could not transfer my holding to any other cultivator. I never heard of a cultivator having complained to tehsildar of having been ousted, or to chukladar either. I again state I know nothing about usage; I only know that I have always held my old fields; have never been interfered with, and claimed to be maintained. What could I do if ousted from the land? If rent is increased, I would have to give the land up, as it cannot stand a higher rental.

KHOOSHAL, Putwaree.

This Kachee has held some of his fields for a long time as follows:—Nos. 814, 1020, 804, 801, 802, 799:\* these have been held by him since 1242 Fuslee. At different times he held other fields in addition to these. His holdings have been as follows:—

	B.	B.	B.		Rs.	A.	P.	
In 1241 Fuslee he held	-	7	10	9	Rent	36	0	0
								above fields under different measurements.
„ 1242 ditto	-	8	13 $\frac{3}{4}$	0	„	41	15	3
„ 1243 ditto	-	8	13 $\frac{3}{4}$	0	„	38	2	3
„ 1244 ditto	-	8	13	15	„	39	5	3
„ 1245 ditto	-	8	13	15	„	38	11	9
„ 1246 ditto	-	8	13	15	„	41	2	6
„ 1247 ditto	-	8	13	15	„	37	0	0
„ 1248 ditto	-	8	13	15	„	37	0	0
„ 1249 ditto	-	8	13	15	„	37	0	0
„ 1250 ditto	-	8	13	15	„	37	0	0
„ 1251 to 1254 Fuslee	-	8	13	15	„	39	5	0
„ 1255 Fuslee	-	12	18	5	„	55	5	0
								the six fields and beegahs 4-4-10; increased rental, Rupees 16.
„ 1256 Fuslee he held	-	8	13	15	„	39	5	0
„ 1257 to 1259 Fuslee	-	8	13	15	„	39	5	0
„ 1260 Fuslee	-	11	16	15	„	42	3	9
								the same six fields, beegahs 3-3; increased rent, Rupees 5-12.
„ 1261 ditto	-	14	16	15	„	60	9	9
								the same six fields, beegahs 6-3; increased rent, Rupees
„ 1262 and 1263	-	14	16	15	„	60	9	0

BHOWANY re-examined.

How can I give proof of my right to hold these fields? I can give none; no witnesses, nor proof of any kind. I sued as I wish to keep my present holding.

*Judgment.*—This claimant sued for right of occupancy in 11 beegahs 1 biswa of land. He first asserted that these fields had been in his family for many generations; afterwards allowed that four were of recent acquisition, and six of ancient occupancy. The talookdar's agent stated that this cultivator had no right of occupancy; that he

and had always paid well, never leaving village, or refusing to pay increase; he maintained, however, that the talookdar had every right to do what he pleased.

Claimant was then called on to prove his right. This he stated his inability to do, allowing that he knew of no custom or usage which authorized his claim. He further allowed that he knew of no cultivator who had ever preferred such a claim under the Native Government, and that he held by permission of the talookdar, not adverse to him.

On reference to the old putwaree's papers, I find that six of plaintiff's fields have long been in his possession, but amount of rent has been constantly changing; and as his uncle, Lallmun, who is of equally old standing, allowed in a former investigation that cultivators had no rights of occupancy, but held entirely on the will of the lum-berdar, and as plaintiff himself is utterly unable to give any proof that such rights ever existed, I dismiss his claim, considering that mere possession of certain fields for a number of years, unaccompanied by some proof of usage or custom, and with the acknowledgment of a near relation of claimant directly in opposition to his claim, not sufficient to prove right of occupancy, and consequently plaintiff's claim is rejected.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Mouzah Nigohee, Pergunnah Suffeepore.*

*Camp Tukea, the 28th November 1864.*

KUROLEE, son of MUKRAND, 80 years, Kachee, of Nigohee.

Cultivator I. I formerly resided in Putwolee; my family four generations ago fled to Nigohee. I hold 20 beegahs of land, and pay Rupees 130 rent. My family have always held these fields; never been changed. Rent, however, has changed; sometimes more sometimes less. I have no pucca well; but cutcha wells; lost from Rupees 15 to 20; cost from Rupees 50 to 60. I cannot dig a well without the permission of the lumberdar. The zemindar always had the right of turning me out, but if I were now turned out I would sue. I would state that I had held the land for very many years. It was not the custom in this village to turn cultivators out; I only know that I have never been turned out. I know nothing about other cultivators. We always received puttass in the Nawabee, sometimes yearly, sometimes not for two or three years. I never set my plough in motion in the commencement of a new year without first asking permission of the lumberdar; had he refused, I would have tried every means in my power to induce him to allow me to do so; I would have gone begging him to do so a dozen times if necessary. I pay full rates. No other class could pay equal rents with us Kachees.

GUNESHEE, son of BUSAWUN LALL, 45 years, Kyeth, of Tukea.

Putwaree. I have held office of putwaree for 25 or 26 years. Kurolee has held these fields for very many years, long before I can remember. The lumberdar always had the power of turning him out, but no one could pay such a high rent for the fields, so, of course, he was never disturbed. Deena Misr has held for 40 or 50 years the fields he now holds; he formerly paid much more than he does now. The fact is zemindars always had the right to oust any cultivator, but this right was never exercised, as it was for his benefit that the land should be cultivated. When Budreenath was chukladar he raised the rents so much that at annexation those cultivators who had managed to hold on refused to cultivate the land at prevailing rates; they had, in consequence, to be lowered.

DEENA, son of CHIDUNNEE, 60 years, Brahmin, of Nigohee.

Cultivator II. My family have resided in this village for several generations. I hold 19 beegahs of land, and pay Rupees 53. I have held these fields 40 or 50 years; my father had held them before me. The fields were never changed. I never absconded. I gave up a few beegahs, as we could not hold all we had; but these fields have never changed, that is, since annexation; in the Nawabee they were always changing. Nine beegahs of land situated in Puttee Ramdeen have never changed. I mean this what I say. They have never changed since I can remember. The rest have been constantly

constantly changing, as also rent. Rent even of the nine beegahs of land was always changing. I would complain were I turned out of any of the land, whether nine beegahs old holding, or 10 beegahs comparatively new. I would urge in the former case that I had held for many years, and in the latter that I should not be ousted. I acknowledge that the zemindar is owner. Whatever the Hakim ordered would be correct. In the Nawabee the most powerful did what he pleased. I know of no cultivator who could not be ousted. I know nothing of maafeedars.

SOOBHA, son of NUKKA, 50 years, Brahmin, of Nigohee.

I am one of the lumberdars. Kurolee's father would complain if interfered with, but then, being a Kachee, he paid so high a rate for his land that we were only too glad to get him to remain in the village, and would flatter him into cultivating. With the rest of the cultivators we did as we pleased. But why should we oust any one? It was for our interest to get the land cultivated, and were only too glad to assist a cultivator with plough or bullocks in order to induce him to remain. Since annexation the land has become more valuable, and no one will give up the holding which formerly we had great difficulty in inducing them to retain.

DEENA re-examined.

I always received puttass, but some years back my house was burnt and all my papers lost. When kir was held by zemindar we did not receive puttass; when kham tehsil, we received them. In the beginning of every year we always asked permission of the zemindar before setting the ploughs to work. I have no well; never dug one. There are no old cultivators in this village, except myself and the Kachee.

GUNESHEE re-examined.

In Utturdhannee some old cultivators may be found, as it was long held by the Chowdry, Gopal Sing; none, however, who, according to the custom in the Nawabee, could not have been ousted by the zemindar, who always had the power of doing what they pleased. Never heard of a village maafee having been resumed; it was not the custom: village servants were never turned out; they might give up their office and holding, but, so long as they were willing to do the work, the custom was against ousting them. The nearest heir of a deceased servant always succeeded to office and holding. If maafeedars or village servants wanted to mortgage, they usually asked the lumberdar to sign as a witness; it was then considered valid; otherwise it was not so. There may be instances found of these people mortgaging without asking lumberdar, but they are very rare indeed. With regard to planting groves, some asked, some did not, according to custom of village. In same way with digging wells; some asked, some did not. They never, however, asked permission of the zemindar before plowing; they had no need to do so. A pure cultivator, however long he had held the land, always asked zemindar's permission before commencing plowing. The practice of giving puttass was not usual, neither could a pure cultivator plant trees, nor dig a well, without permission of lumberdar.

DEENA re-examined.

The putwaree's statement is quite correct.

*Soobha, Buldeer, Putteedar.*—The statement of the putwaree is perfectly correct in every respect.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

There are no claimants for rights of occupancy in this village; all the cultivators allow that they could not hold adverse to will of the zemindar, who always had the power of doing anything he pleased with the land. Under these circumstances, case consigned to record chamber.

Camp Nawabgunge,  
the 25th Feb. 1865.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

*Kusbah Suffeepore.*

BHoolaie, son of MORAD KHAN, 65 years Pathan (Bhuttee), of Suffeepore.

My family have resided in this village for four generations. I hold 40 beegahs of land, and pay Rupees 132 rent: this is an increase upon what I paid in the Nawabee. I hold in Fuzzul Russool's Turruf; in the Nawabee I paid Rupees 103; never increased. My father held these fields in Ghazee-ood-deen Hyder's time. I lost Burraie Kirwee field, 1 beegah 15 biswas; and in place received the Dugraha field, 1 beegah 5 biswas. With exception of this no field was ever altered. List of field as follows (*vide* vernacular list). I make a mistake when I said my family had been here for four generations. About 80 or 90 years ago my father came from Moradabad, and married a girl whose grandfather had come into the kir. My father first obtained these fields. Formerly we paid only Rupees 60 for the land; gradually increased up to Rupees 103; now increased to the sum above mentioned. I don't know why my land was not changed; the owners of the villages always had the right of turning out or maintaining a cultivator in possession. I know of no cultivators who could not be turned out at the will and pleasure of the owner in the Nawabee.

Cultivator I.

MAHTABRAIE, son of THAKOORPERSAUD, 37 years, Kyeth, of Puriar.

I have held office of putwaree since 1260 Fuslee. Since I have held office Bhoolaie has held the fields he now holds. Rent has always been changing; generally increased. Puttas were sometimes given, sometimes not given, but no cultivator could put his plough into the ground until he had asked permission of zemindar.

Putwaree.

BHoolaie re-examined.

Sometimes received a putta in the Nawabee; sometimes did not receive one for two or three years. When one was not given I asked the lumberdar if I should cultivate; he told me to do so: I then put the plough into the ground. Never did this until I had received the lumberdar's permission. I file a Nawabee putta: never received one afterwards, through rent increased. Names of fields sometimes changed, and thus the fields noted in the putta do not agree entirely with those I have given. (Three fields do not agree.)

BUDULA, son of LAO, 60 years, Kachee, of Suffeepore.

My father came into this village about 50 years ago. I hold 11 beegahs 15 biswas, and pay Rupees 61 rent. I formerly held more land, but as my family decreased I gave some of it up; I gave up five or six beegahs. I now hold following fields (*vide* vernacular list). I have no Nawabee putta now; lost all I had. I have held my four fields for last 30 or 40 years; rent has always been changing. I don't know why fields were never changed. I had no right to hold them. The lumberdar had every right to change the fields, or turn me out, as he pleased. I have no well. I know of no cultivator who could not be ousted at pleasure of lumberdar.

MAHTABRAIE Putwaree re-examined.

Since I have held office Budula has held the land he now cultivates; the rent has been steadily increasing.

HINGA, son of SUDHAREE, 70 years, Sheik, of Suffeepore.

My family have resided in this town for many generations. I hold 65 beegahs of land, and pay Rupees 110. My fields have been held by my family for very many years; don't know how many. Formerly holding was only believed to be 55 beegahs; according to present measurements it has become 65 beegahs; the fields are the same. In Nawabee I paid Rupees 73-6. I present a putta on which I held up to annexation, and, indeed, until after disturbances. I cannot remember names of all my fields, but they are down in the putta of 1255 Fuslee. In the Nawabee the lumberdars were only too pleased to get their fields cultivated to think of changing them so long as we consented to hold; indeed, we were made to take more than we wanted. A kuboolyutdar always had the right of ousting an assamee when he pleased. I don't know of a single instance in which the kuboolyutdar wished to take land away

from a cultivator, and could not do so, or was prevented doing so. I have no pucca well, but several cucha ones. Were I ousted I would complain; I would plead that I was an old cultivator and had always paid well. But in the Nawabee it was not the custom to pay any regard to old cultivators. I don't know of any cultivator who ever acquired the right of occupancy.

MAHTABRAIE re-examined.

Since I have been putwaree Hinga has held the same fields, but rent has always been changing. I can give his rent for the years I have been putwaree. In 1260 Fuslee he held 54 beegahs of land, and paid Rupees 62-3-3; in 1261 Fuslee he held 54 beegahs of land and paid Rupees 73-9-3; in 1262 Fuslee he held 54 beegahs of land, and paid Rupees 73-9-3. I have not the 1263 Fuslee papers with me.

HINGA re-examined.

Yes, rent was changed, but not after the 1255 Fuslee putta. I had increased my holding since 1255 Fuslee, and this rent was increased.

SEETARAM, son of SOORUJUN, 64 years, Brahmin, of Suffepore.

My family have been in this village for many generations. I am a mahajan; I also hold some land; I am a cultivator. Don't understand what is meant by attae. I hold 30 beegahs some odd biswas of land, and pay Rupees 40 rent. The rent is light; always has been so, as I was always at the service of the kuboolyutdars; lent them money, advanced grain to cultivators, &c. The fields have been sold to me; I am their owner; I have sued for them as owner. I know of no cultivator who could not be ousted by kuboolyutdar. I never heard of such a right, but I am not very well acquainted with these matters. I attend to my own affairs, and do not listen to my neighbours.

BUKHTAWUR, son of GUJJA, 50 years, Kachee, of Suffepore.

My family have lived for several generations in this village. I hold 4 beegahs of land, and pay Rupees 27 rent. My fields as follows (*vide* vernacular list.) My family have held them for very many years. I don't know what rent we paid in the Nawabee, as my father then managed our affairs. I have no pucca well; I have a cucha one; it cost Rupees 3, and will last 5 or 10 years. I never asked permission when I dug my well; I did not consider it necessary to do so. I don't know whether we received puttass or no: my father, as I said before, managed for us then. I am the lumberdar's ryot; he may do as he pleases, turn me out, or maintain by possession. I have no old puttass.

MAHTABRAIE re-examined.

When I was appointed putwaree, Bukhtawur's father held these fields according to my papers; his holdings were as follows:

	B.	B.		Rs.	A.	P.
In 1260 Fuslee	5	5 $\frac{1}{4}$	Rent	52	11	3
„ 1261 „	5	5 $\frac{1}{4}$	„	52	11	3
„ 1262 „	5	5 $\frac{1}{4}$	„	52	11	3

In 1264 Fuslee the Kachees refused to cultivate at the old rates, and they were reduced, the zemindar fearing that the land would not be cultivated.

BHUKKA, son of BHAGA, 40 years, Kachee, of Suffepore.

My father came to this town from Puttee Shukarabad when I was eight months old. I cultivate 1 beegah 12 biswas of land; I pay Rupees 19 rent. My fields are as follows:—Baree No. . We formerly held more, but on my father's death I gave up all but this one field. I cannot say exactly how much we held. My father died 11 or 12 years ago. I gave up then some 15 or 16 beegahs of land. Our holding was always changing; even the land I gave up we had not held any length of time.

Rahut



RAHUT ALI, son of RUJJUB ALI, 55 years, Sheik, of Suffeepore.

My family have always lived in this village. In the Nawabee we were in service. My father obtains land in farm, and we held seer in this town. We are of the family of Paik Ali Khan, and should serve in Turruf Sheikzada. No cultivator had any right in the land. The kuboolyutdar did what he pleased, increased rent or turned him out; nor could a plough be put in the ground by a cultivator until he had received permission of malgoozar.

BHOWNA, son of NUNGA, 55 years, Lodh, of Suffeepore.

When I was quite young my father came from Fazilpore, and settled in this town. I hold about 10 beegahs of land, and pay Rupees 28 rent. Fields as follows (*vide* vernacular list). We have always held these fields; they have never changed. Rent has been increased Rupees 2; we formerly paid only Rupees 26; increased many years ago, that is, increase commenced in Sher Ali's time; gradually increased up to amount I now pay. The malgoozar always had right of ousting me had he chosen to do so. Had I been ousted I would have complained, that is, if there was any profit in holding the land; but if the rent had been raised so high that there was no profit left, why should I have troubled myself about the land? I would sue now, and plead that I had held a long time; but in the Nawabee no consideration would have been shown, nor did any one care much whether they held or lost the land. The zemindars used to come and pray us to cultivate. I don't know any old cultivator who complained on being turned out.

MAHTABRAIE re-examined.

Bhowna holds two fields more than he did in the Nawabee, No. 2977 and No. 3153; the remainder he has held many years. He paid rent as follows:—

	B.	B.	Rent	Rs.	A.	P.	
In 1260 Fuslee	9	19		26	8	3	He now holds 11 beegahs 19 biswas, and pays rent Rupees 29-5.
„ 1261 „	9	19	„	26	8	3	
„ 1262 „	9	12	„	26	8	3	

In 1260 Fuslee he took No. 2977, and in 1269 Fuslee No. 3153, in which there are 7 biswas. The difference in amount of holding arises from difference in measurements.

DOORGA, son of SOOKRAM, 40 years, Aheer, of Suffeepore.

My family have resided in village for several generations. I hold 2 beegahs 2 biswas, pay Rupees 9. Fields as follows (*vide* vernacular list). I don't remember since when we obtained the field; have always held it; never held any other land in this village. In Sher Ali's time we paid Rupees 8; now pay Rupees 9. We never absconded; but once, when my nephew absconded and left half the field uncultivated, the lumberdar gave it to Munsookh Gumneea: this was two years ago. In the Nawabee never lost field; my brother held field, his name was Hurroo. In the Nawabee the lumberdar had every right to take the land away from me; he did whatever he pleased. He was master; I was only his ryot. I don't know any cultivator who could not have been ousted by the lumberdar had he chosen to do so. I have no putta. Madara was my mother's sister's son. I don't know how Madara's and Hurroo's holdings were entered as one.

MAHTABRAIE re-examined.

In the Nawabee papers Madara and Hurroo's holdings were entered as one. I believe the field he now holds formed part of the 10 beegahs entered in their joint names. I have papers at home which will tell.

DHUNAYA, son of Nunda, 50 years, Teelee, of Suffeepore.

My grandfather came to this village many years ago. I was born here. I hold beegahs 3 biswas 3, and pay Rupees 12 rent. I have held these fields since Sher Ali's time, 16 or 20 years probably. Formerly paid Rupees 9; rent

Cultivator VIII.

(290.)

N n 4

rent increased since annexation. Formerly received puttās, but were lost when town was plundered. Received land from Sher Ali, who always had the right of ousting me whenever he chose to do so. Names fields as follows (*vide* vernacular list).

MAHTABRAIE re-examined.

In the Nawabee Dhunaya always held these fields according to old papers as follows :—

	B.	B.		
1260 Fuslee	3	2	Rent, Rs.	9 5
1261 „	3	2	„	9 5
1262 „	3	2	„	9 5

HIRROOA, son of Lulloo, 32 years, Kachee, of Suffeepore.

I hold 5 beegahs 10 biswas of land, and pay Rupees 36. Fields as follows (*vide* vernacular list). We always held the fields for last 30 years or so. Don't know what rent we paid in Nawabee, as my father then managed; he died last year.

PUNNA, son of Nynoo, 33 years, Kachee, of Suffeepore.

I hold 4 beegahs 13 biswas; pay Rupees 32 rent. Have held these fields for many generations. Malgoozars always had the right of ousting cultivators. I don't know any cultivator who could not have been so ousted, but I am not very well acquainted with Nawabee customs, as I am young: my father always managed them.

MADAR, son of Seetul, 35 years, Kachee, of Suffeepore.

My father came to this village shortly before my birth. I hold 1 beegah 9½ biswas and pay Rupees 15 rent. Don't know how long we have held this. I don't know whether zemindar had right to oust me, as he never did so. I don't know any cultivator who successfully resisted lumberdar, or maintained possession against his wish; but I am not well acquainted with this subject. I don't know concerns of other cultivators, only know my own.

SURFURAZ HYDER, son of Ameer Hyder, 40 years, Syud, of Suffeepore.

I never heard of any such right as cultivator's right of occupancy. The owners of a village always had entire right of doing what they pleased with the land, maintaining a cultivator in possession or ousting him. No consideration was shown whether a cultivator had held 10 years or 10 generations. But no cultivator was ever wantonly ousted; otherwise how could the lands have been cultivated? A zemindar was much more likely to make him take more land than turn him out of what he had held. Besides maafeedars or village servants, there were no others below the zemindars with any rights. Both classes were never ousted, and they could mortgage their holdings, but generally asked the zemindar's permission before doing so. The fact of a cultivator having built a pukka well gave him no greater right to hold the land for which the well was built than he had before; he built it for his own profit, and with permission of zemindar. He might have left it alone had he chosen to do so, and could not acquire by a voluntary act any right which he had not before.

FYZUL RUSSOOL, son of Abdool Russool, 32 years, Sheik, of Suffeepore.

I have heard Surfuraz Hyder's statement; mine is in every respect the same. I don't know a single cultivator who has the slightest right of any description in the land he cultivates.

ABDOOL SUMUD, son of Saadut Ali, 37 years, Syud, of Suffeepore.

My statement is the same in every respect as the others.

BEHAREE LALL, son of BALGOBIND, 39 years, Kyeth, of Suffeepore.

I am the canoongoe of this pergunnah. My statement is exactly the same as Surfuraz Hyder's. I don't know a single pure cultivator who ever acquired the smallest right to the land he cultivated.

KUREEM ATA KHAN, son of FURZUND HOSSEIN KHAN, 40 years, Syud, of Suffeepore.

My father was in the service of the Native Government as tehsildar and chukladar; he was in service from the commencement of Saadut Ali Khan's reign to the close of Umjud Ali Shah's. I went about with him, and assisted him when necessary. I was with him in Mohumdee, Pertabghur; I was in Baraitch as tehsildar. I never found a single cultivator who had any right whatever. If a cultivator complained, the order always was that, if he had received a putta, it was to be respected for the year. I may have some orders of this description addressed either to myself or father. My father when he first entered service was stationed in Zillah Futtehpore as tehsildar: this was before the British rule. I have heard from my father that across the Ganges there were some rights, and I have seen an order of Nawab Zainoolabdeen Khan, teekadar of the Mean Doob Ilaka, which extended from Futtehpore up to Sheokobad, directing a certain cultivator to be maintained in possession of his holding in consequence of his having held for very many years, being, in fact, an old cultivator. The reason of this difference in the two adjacent provinces would appear to be, 1st, that across the Ganges the village communities were in excess, and talookdars few and far between; and, 2nd, the two were distinct provinces, the one being province of Oude, the other of Allahabad, and so my province customs differ. Further, I can give no reason; I can only state facts as I have found them; and to show that no consideration was shown to cultivators of long holding in 1262 Fuslee, I obtained from Sheik Suffder Ali, tehsildar, the holding of one Thakun Kyeth, who had held for more than 20 years the fields I obtained, and up to present time I hold those fields; I have no villages, and am uninterested in the question.

*Order.*—The perwanahs alluded to by Kurreem Ata Khan to be got out if possible; other servants of Native Government, not being zemindar, to be summoned, being uninterested either one way or other; correct information may probably be obtained from them.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Camp Meeangay, the 3rd December 1864.*

SYUD HUZUBBA ALI, son of SYUD IMAM ALI, 55 years, of Suffeepore.

Under the Native Government I held office as tehsildar in various parts of Oude; for instance, Oonao Khas, Bhowleegunge of Baraitch, Hisampore of Baraitch, Sooltanpore Khas, &c. I was also naib chukladar in Sandee Hurha. My father held the chukla; they were entered in his name, but many of these so-called tehsils were really small chukla. I never heard of a cultivator who could not have been ousted by his zemindar or talookdar. It was not the custom of the country to allow any pure cultivator to acquire any right in the land he held. In Sooltanpore, and in that direction, cultivators will be found who have held a long time, and whose puttass have not altered, but this was in consequence of the country being held by large talookdars who were seldom or never dispossessed; but these cultivators never acquired any recognized right of continuing to hold; they could have been ousted any day. In this part of the province, the country being in the hands of petty zemindar, changes more frequently took place. If a cultivator appeared well off, he was made to take more land, and his rent was increased. When he could no longer hold, or pay the rent demanded, the land was taken away from him. The contract between the cultivator and zemindar was usually a verbal one; sometimes puttass were given, but there was no custom in the matter; each man did what seemed good in his own eyes. No cultivator, as far as I have ever seen, acquired right to continue in possession of his holding, in consequence of having built a pukka well; he did it for his own profit, and did not thereby acquire any right of occupancy over the land for the irrigation of which he built the well. I never knew a cultivator who had built one, and been dispossessed, complain to Government officials. No case of the kind, as far as I can remember, ever came before me, nor have I heard of one having been preferred.

In Rajpoot villages a relation of one of the influential shareholders by the female side is sometimes found holding land at easy rates, given by the zemindar for his support. This man never acquires any right to that holding; it was given as a favour, and can be resumed at pleasure, however long it may have been in his possession.

If, in consequence of the oppression of chukladars, &c., the zemindars had to abscond, then cultivators seldom followed their fortunes. If the zemindar were a powerful body, and it was thought likely they would resent being turned out, and, with the assistance of their friends, burn and plunder the village, to prevent the chukladar or farmer getting any profit from it, then the cultivators, to get out of the way, or for fear of ill-treatment at the hands of their zemindar, absconded; otherwise, remained in the village cultivating their lands. If the cultivators accompanied their zemindar, they usually returned with them; but they did not on this account obtain any claim to better treatment. If the zemindars chose to do so, they treated them well, helping them to get land cultivated, or only taking a lien rent; but this was quite at the will and pleasure of the zemindar.

Maafeedars were sometimes ousted by the zemindars by whom or by whose ancestors the maafee had been given; but these maafeedars could mortgage or gift away their holdings without his permission.

My father was chukladar in the Allahabad and Futtehpore Districts previous to British rule. I never, however, heard him mention this subject.

Village servants had only right of holding their lands so long as they consented to work; they had no right to transfer these holdings by mortgage or gift.

1st March 1865.

*Judgment.*—In this case nothing remains but to pass final orders, which, however, is hardly necessary, as no one claims any right, all cultivators agreeing that zemindars in the Nawabee did whatever they pleased, and that no cultivator ever acquired any right of occupancy. One or two state that they would complain now, if ousted, pleading length of possession; but as they allow that a plea of this sort was not recognized in the Nawabee, or by any custom, I conclude that, though perfectly willing to fight for their land now, they could not quote any custom by which they should be protected. I recorded the evidence of the canoongoe and several of the old servants of the Native Government, and all concurred in stating that, according to custom and usage, there was no right of occupancy, but that the landlord did whatever he pleased with his land,—either turned a cultivator out of his holding, or maintained him in possession; and that no cultivator acquired any right of occupancy by reason of making improvements, such as building a pukka well, &c. Under these circumstances, case consigned to record chamber.

No orders alluded to by witness Kureem Ata Khan have been found.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

Oonao, the 12th December 1864.

Mouzah Jhurgaon, Pergunnah Hurha.

Tenure,—half talookdaree, MAHANT HURCHANDASS; half putteedaree, LUMBERDAR BIRDA SING, Mahroor Thakoor.

GOLAB, son of JHAD, 24 years, Kachee, of Jhurgaon.

My family have been three generations in the village. My grandfather came from Pumreekhund before my father's birth: my father is alive; he is an old man now, and cannot move about. We have 4 beegahs 3 biswas in Tarruf Surdar Sing, and pay Rupees 32 rent. Fields as per margin. These fields have been held by us for many years. My grandfather held the fields; rent never increased; land could not stand an increase; when demanded of us we preferred absconding. If increase was demanded, I would complain. I would state that I could not give up the land, and could not pay the increase demanded. If I were to give up my land, how should I live? I told the Extra Assistant Commissioner that

Cultivator I.		B.	B.
No. 158	-	1	3
" 163	-	1	0
" 178	-	1	1
" 181	-	0	19
Total	-	4	3

that I claimed as mouroosee cultivator; I did so as I had held a very long time. Sirdar Sing has no right to oust me, and I pay full rates.

SIRDAR SING, son of SHEOBUX, 35 years, Mohurir, of Jhurgaon.

I am lumberdar of half village. Golab is my cultivator. I have every right to oust him. Land would not stand a higher rental. Never heard of such a thing as a mouroosee cultivator. I never ousted a cultivator without reason; why should I? but I never lost my right of doing so. Golab was not ousted, as land was paying full rent, and he always paid readily.

Lumberdar.

GOLAB re-examined.

I have heard what Sirdar Sing says. I allow that he had right to oust me in the Nawabee; not now, the system being different; I mean Government officials would not allow him to oust me. Without permission of Sirdar Sing I never cultivated my land. I always asked in Asar if I was to cultivate the fields. I never heard of a cultivator who could cultivate his land without permission of lumberdar. I always received puttass in the Nawabee. When I absconded, I was always brought back by the lumberdar. I was away sometimes two months, sometimes three, sometimes a year. I was always leaving village; every two or three years I absconded, and was brought back. I have no well.

Cultivator I.

JUBBA SING, son of JOWAHIR SING, 35 years, Chundee, of Jhurgaon, Turruf Sirdar Sing.

My father came from across the Ganges about five years ago. I was born in this village. My father married Sirdar Sing's aunt (father's sister). I hold 21 beegahs 3 biswas, and pay Rupees 74 rent. Fields as per margin. My father held these fields before me. Rent has never been increased in my time, nor can any increase be made; the rent is fully as much as any one could pay. No consideration has been shown to me in consequence of my relationship. If ousted from my holding I complain; how should I live if I lost my land? I would also plead that I had always paid my rent well. In the Nawabee the lumberdar had every right to do as he pleased. I never cultivated my land without permission of lumberdar; nor do I know of any cultivator who could do so. I have no well, cutcha or pukka. In the Nawabee zemindar might have ousted me had he chosen to do. I never made any direct claim before the Assistant Extra Commissioner; all I said was that I would complain if ousted. I could not plead any custom. Why should I not be ousted? I am only a cultivator, had no rights of any kind; I paid my rent readily, and was therefore left undisturbed.

No.	B.	B.	No.	B.	B.
100	1	5	967	0	17
113	1	10	1037	0	4
116	0	15	1038	0	5
716	0	8	1039	0	7
885	1	13	1040	0	3
895	0	17	1041	0	3
921	0	4	1042	0	18
922	0	2	1043	0	3
923	0	2	1546	2	3
930	1	4	874	0	7½
936	0	10	898	0	4½
940	1	7	1555	1	14
942	1	14			
951	0	13	Total	21	3
955	1	10			

SHEODEENWA, son of DOORGUN, 40 years, Pasee of Jhurgaon, Turruf Sirdar Sing.

My family have been many generations in this village; don't know how many. The office of Gorait has always been held by one of my family;

Cultivator IV.

No.	B.	B.	No.	B.	B.
375	-	-	-	0	8
376	-	-	-	0	10
547	-	-	-	0	18
552	-	-	-	0	8
Total	-	-	-	2	4

Nawabee; and I have built one of two laddo since annexation. The first well cost Rupees 200 or thereabouts; I spent about Rupees 100 in the latter. The land for irrigation of which the large well was built is situated in Turruf Muhunt; 11 beegahs 8 biswas; rent Rupees 39-8. Fields as per margin. The well I built was for my maafee land, on which I have planted a grove. The fields I hold in Turruf Muhunt have been held for a long time by my family. Before the Extra Assistant Commissioner I claimed to continue holding my land at any rent imposed by lumberdar. In the Nawabee the zemindar could not have ousted me, because we had built the pukka well.

No.	B.	B.	No.	B.	B.
386	-	-	-	0	15
517	-	-	-	1	0
520	-	-	-	0	16
530	-	-	-	0	16
540	-	-	-	0	6
545	-	-	-	2	0
549	-	-	-	0	8
559	-	-	-	0	15
561	-	-	-	0	18
562	-	-	-	1	2
777	-	-	-	1	10
778	-	-	-	0	16
779	-	-	-	0	6
Total	-	-	-	11	8

*Camp Nawrubgunge, the 18th February 1865.*

*Judgment.*—The cultivators examined all claimed rights of occupancy before the Extra Assistant Settlement Officer. Golab, No. I., stated that he had held 4 beegahs 3 biswas of land for a very great number of years, but he allowed that though this was the case, and he would complain if ousted from his holding, he stated that in the Nawabee there was no custom or usage which would uphold his claim, but that under Native Government there was no such right as that he now claims. On reference to old papers, I further find that his present holding has only been held by him since 1261 Fuslee. His claim in every way cannot stand, and is rejected.

Jubba Sing, No. II., is a relation by the female side of the lumberdar Sirdar Sing. He states that he has held his land for a long time, but has always been made to pay full rates, and could not pay more than he does; that no consideration has been shown to him in consequence of his relationship; and that in the Nawabee rights of occupancy were unknown, though, if now ousted, he would complain, in hopes of being maintained in possession. On reference to former papers, I find that holding and rent have always been changing. This man cannot have any rights either by possession or by Nawabee custom.

Sheodeenwa, No. III., states that he has held in Turruf Sirdar Sing 2 beegahs 4 biswas, and in Turruf Muhunt 11 beegahs 8 biswas, for very many years; that his family have built pukka wells; and that he had every right to be recorded as having right of occupancy at any rate the zemindar chose to impose. Both lumberdars deny that this cultivator ever held continuously, and that tenants never acquired any right of occupancy, but that zemindar always had right to oust a cultivator, whether he had made improvements by digging a pukka well or no. Sheodeenwa reiterated his claim, but allowed that he had no proof to offer that Nawabee custom supported his claim. I explained very carefully to him what was required, but he always gave the same reply, that he could give no proof. On reference to old village papers, I find that cultivator's statement regarding length of occupancy is incorrect. He only commenced holding land in Turruf Muhunt in 1261 Fuslee; in Turruf Sirdar in 1251 Fuslee he had no holding, and that his present holding has only been acquired since 1261 Fuslee. The claim, therefore, cannot stand, either by Nawabee custom, or by lengthened occupancy. Claim is consequently rejected.

Ram Sing, Cultivator IV., claims to be recorded as having rights of occupancy at rent he has been paying. He allows, however, that his lengthened occupancy arose from his having been jemadar of Khasburdars to the King at Lucknow, and that, consequently, none dare interfere with him. He further allowed that in the Nawabee tenant rights were unknown, and that no pure cultivator could have continued holding had his zemindar chosen to turn him out. Under these circumstances, as Nawabee custom is the point to be determined, I think it pretty clear that there were no tenant rights known and recognized in this part of the pergunnah. Claim of Ram Sing is rejected, and case consigned to record chamber.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Oonao, the 9th December 1864.*

*Mouzah Surosee, Pergunah Secunderpore.*

KOOBEER (1), TAKOOR (2), MUTHRA (3), MOONA (4), KULIAN SING (5), DOORGA (6), SIMOOA (7), *vs.* GOLAB SING.

*Suit.*—Tenant Rights.

KOOBEER, son of LALLO, 52 years, Brahmin (Tewarry), of Surosee.

I stated before Extra Assistant Commissioner that I would complain if ousted from my holding. I hold 19 beegahs 2 biswas, and pay Rupees 60-7 rent. Fields as per margin. All the fields marked † have been held by me for many years; my father held them before me; fields never changed. In the Nawabee I paid Rupees 55; never increased. Fields are somewhat under their value. I do not know why my rent was not increased. Golab Sing was pleased to favour me; he could have ousted me or increased my rent just as he pleased; he was master. In the Nawabee I would not have complained; no one would have listened to me. I would now sue in hopes of retaining my fields. I never commenced cultivating in month of Asar without asking permission of lumberdar. I know of no culti-

Cultivator I.	
No.	B. B.
1076†	2 16
1098†	0 11
1079†	2 0
1087†	1 6
1115†	3 2
1116†	1 5
1117†	2 3
1118†	2 15
1126†	0 14
1129†	1 6
1233†	0 8
1235†	0 16
Total	19 2



vator who is protected by the custom of village and pergunnah from being ousted or having his rent increased. Of course I told the Extra Assistant Commissioner that I wished to be declared to have right of occupancy at fixed rates, but I never heard of such right in the Nawabee. My family have been many many generations in the village.

TAKOOR, son of BHOWANEEDEN, 40 years, Brahmin (Tewarry), of Surosee.

My family have been two generations in the village. I hold 15 beegahs 12 biswas, and pay Rupees 53-8. Fields as per margin. Those marked \* we have held for very many years. My father held them before me; that marked † I have taken this year. I paid Rupees 40 in the Nawabee; never increased in my time; but this was Golab Sing's pleasure; I had no right. I told the Extra Assistant that I had no right, and would not have complained in the Nawabee had I been ousted. He always had the right of ousting me or increasing my rent; it was his pleasure, however, not to do so. If ousted now I would complain, in hopes of keeping the fields. I have two cutcha wells, and have manured the ground. The wells, though cutcha, last a long time. I would plead those two reasons. In the Nawabee I never remember such a complaint having been listened to. I never cultivated my land without first asking permission of the lumberdar. I don't know a cultivator whose rent could not have been raised, who could not have been ousted, or who could without permission of lumberdar have put a plough into the ground.

Cultivator II.			B.	B.
No.	919†	-	-	1 0
"	931*	-	-	2 14
"	935*	-	-	2 1
"	1088*	-	-	1 15
"	1102*	-	-	4 0
"	1103*	-	-	4 2
Total			-	15 12

MUTHRA, son of TIKOO, 35 years, Brahmin (Awustee), of Surosee.

I am the zemindar's oopret. My family came with theirs. I hold 12 beegahs 5 biswas, and pay Rupees 43-15. Fields as per margin. We have held those fields for three generations. In the Nawabee no increase to our rent ever took place; this year seven annas have been increased. I have two cutcha wells. I told the Extra Assistant I should like to keep my land at same rent, but Golab Sing has every right either to oust me or increase my rent. I am Golab Sing's oopret; he therefore always protected us, treating us well. I have no right of any kind. I don't know a single cultivator who could not be ousted, or whose rent could not have been increased, at will and pleasure of zemindar. No consideration was ever shown in the Nawabee to an old cultivator; his rent was increased, and he was displaced for another just as fast as a man who had only held a year, neither was any consideration shown to a man who had built a well; he asked permission before doing so, and was treated the same after he had dug it as he was before.

Cultivator III.			B.	B.
No.	724	-	-	2 3
"	727	-	-	1 12
"	613	-	-	1 6
"	806	-	-	3 5
"	803	-	-	2 13
"	812	-	-	1 6
Total			-	12 5

MOONA, son of HEERA SING, 20 years, Chundel, of Surosee (Khera Roostumpore).

My family have been two generations in this village; am not connected with the zemindars (Purihars). I hold 16 beegahs 12 biswas, and pay Rupees 80-4 rent. Fields as per margin. I don't know how long my father held these fields; he died seven or eight years ago; we have held since I can remember; nor do I remember our rents having been raised. I don't know why our rent was not raised. I told the Extra Assistant that I wished to continue holding, and did not want my rent increased; but I acknowledge that, without lumberdar's permission, I could not have held, and he could have increased my rent at any time.

Cultivator IV.			B.	B.
No.	1016	-	-	2 8
"	1017	-	-	3 18
"	1094	-	-	2 2
"	1094	-	-	2 3
"	1098	-	-	2 1
"	1095	-	-	4 0
Total			-	16 12

I never put a plough into the ground without asking permission of lumberdar. If ousted I would complain; I would plead that I had held a long time, and had improved the ground, and had dug two cutcha wells. No consideration, however, was ever shown to such cultivators; zemindar always did with those as seemed good to him, just as he did with new cultivators. I know of no cultivators who could have cultivated without zemindar's permission, and would only complain in hopes of keeping my fields. Could not have pleaded any custom of village which protected old cultivators.



KULIAN SING, son of ZUBBER SING, 25 years, Chundel, of Surosee (Khera Roostumpore).

My father is very old and ill; he cannot attend, so sent me. We hold 16 beegahs 3 biswas, and pay Rupees 56-12 rent. Fields as per margin. We have held them many years. This year rent has been increased; formerly always held at the same rent, Rupees 53. We sued to be maintained in possession of land; if we lose it, what are we to do? Hitherto lumberdar has always had right of doing what he pleased; he could always have ousted us or increased our rent. I know of no cultivator who could not have been ousted, or whose rent could not have been increased, at pleasure of lumberdar. If lumberdar took away these fields, but gave us others, we would not complain, but if he ousted us altogether we would complain. If we did not, where should we go, or what should we do? In the Nawabee we should not have complained; who would have listened to us?

Cultivator V.			B.	B.
No. 1003	-	-	1	3
" 1010	-	-	1	6
" 1039	-	-	2	18
" 1045	-	-	1	14
" 1063	-	-	1	12
" 1064	-	-	1	16
" 1119	-	-	1	4
" 1130	-	-	3	6
" 1133	-	-	1	4
Total	-	-	16	3

DOORGA, son of BIKAREE, 28 years, Telee, of Surosee (Khera Roostumpore).

My family have been four generations in the village, but have only taken to cultivating land for last two generations. We hold 15 beegahs 15 biswas, and pay Rupees 66-8. Fields as per margin. I don't know how long my father has held these fields; he is still alive, about 80 years of age; he first took to cultivating. I don't know what he did before that. I never made any claim before the Extra Assistant. I certainly said I should like to keep these fields always at same rent. I have held for many years; have built four cutcha wells; indeed, we have made the fields, and therefore they ought to remain with us. In the Nawabee I never lost possession; others in similar circumstances have been; I cannot remember their names. I could not cultivate this land without the permission of lumberdar. What could I do if lumberdar told me not to cultivate? I never saw a cultivator who could cultivate without permission of zemindar.

Cultivator VI.			B.	B.
No. 1018	-	-	1	9
" 1054	-	-	1	11
" 1082	-	-	2	8
" 1100	-	-	1	14
" 1145	-	-	3	13
" 1146	-	-	1	14
" 1148	-	-	3	6
Total	-	-	15	15

SIMOOA, son of MADAR, 25 years, Telee, Surosee (Khera Roostumpore).

My father came to this village when I was quite a child. I hold 12 beegahs 3 biswas, and pay Rupees 56-8 rent. Fields as per margin. I don't remember when my father took these fields, but not many years before his death; he died five years ago; I have held since then. We paid in the Nawabee Rupees 53; never increased. I cannot say why rent was not increased. The lumberdar may oust me when he pleases. Were he to do so, I would not complain; I would do something else. I made no claim before the Extra Assistant Commissioner. I hear what is down in my deposition before the Extra Assistant Commissioner. Don't remember having stated what is there recorded.

Cultivator VII.			B.	B.
No. 1089	-	-	1	17
" 1096	-	-	3	11
" 1101	-	-	1	14
" 1124	-	-	1	5
" 1202	-	-	3	16
Total	-	-	12	3

ISHREE, son of SHEOPERSAUD, 27 years, Kyeth, of Bunkutta.

I have been putwaree since 1250 Fuslee; my uncle held office before me. There is not a single cultivator who could have continued holding had the zemindar chosen to oust him, or who, according to custom, could not have been ousted or had his rent increased; there was not such a thing known as *tenant right*; at least I never heard of such. The zemindar did with his land just as seemed good to him.

RUGBUDYAL, son of BUKHTAWUR SING, 34 years, Kyeth, of Hurha.

I am Golab Sing's Karinda. My statement is the same as the putwaree's. I speak not only of Golab Sing's ilaka, but of my own pergunnah, Hurha. Cultivators will be found, of course, who have not been ousted, or whose rent has not been raised; but this occurred, not in consequence of any right enjoyed by them, but in consequence of such being the will and pleasure of the zemindar. The land was not worth cultivators fighting

about in the Nawabee, and consequently no one cared much whether they lost or held. I never heard of a cultivator who had held a long time complaining that they had lost their land. In the zemindar's villages, indeed, they were only too pleased to lose their lands, as chukladars always took more from them when kists were being paid than they had agreed to take in Asar. Of course the zemindars had to make a similar increase to their cultivators' rents. In talookdaree estates this was not so often the case, nor in those estates like my principals under the Huzoor tehsil. A kuboolyut was given for three and five years, and no advance was made during the term; thus the kuboolyutdar could always treat his cultivators better than in mufied villages under the chukladars.

*Camp Asseewun, the 3rd January 1864.*

*Order.*—Statements of cultivators regarding the length of their occupancy had better be tested by reference to old village papers. Sudder Moonserim may do this.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

28th January 1865.

Read report of Sudder Moonserim. It appears that cultivators could not give puttass, but the talookdar filed village papers extending from 1241 Fuslee to 1263 Fuslee. Possession of these cultivators according to these papers as follows:—

KOUBEER, No. I., held as follows:—

Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.
Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.
In 1241	13 10	63 0 0	In 1251	16 14	54 2 0	In 1258	18 11	60 0 0
" 1243	No holding.		" 1252	16 14	54 2 0	" 1259	18 11	60 0 0
" 1244-46	Ditto.		" 1253	16 14	52 0 0	" 1260	18 11	60 0 0
" 1247	2 0	5 2 6	" 1254	16 14	52 0 0	" 1261	18 11	60 0 0
" 1248	2 0	6 12 0	" 1255	21 16	68 0 0	" 1262	18 11	60 0 0
" 1249	12 14	42 2 0	" 1256	18 11	60 0 0	" 1263	18 11	65 0 0
" 1250	16 14	54 2 0	" 1257	18 11	60 0 0			

Since 1256 Fuslee this cultivator has alone held without any change in his holding.

TAKOOR, No. II.

Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.
Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.
In 1241	13 8	41 14 0	In 1250	25 14	78 12 0	In 1257	18 19	61 12 0
" 1243	15 9	42 7 0	" 1251	25 14	78 12 0	" 1258	18 19	61 12 0
" 1244	7 8	28 11 0	" 1252	25 14	78 12 0	" 1259	18 19	61 12 0
" 1245	20 15½	76 14 0	" 1253	25 14	80 0 0	" 1260	18 19	61 12 0
" 1246	7 8	32 15 0	" 1254	16 19	54 12 0	" 1261	16 9	55 0 0
" 1247	7 8	27 13 0	" 1255	16 19	54 12 0	" 1262	16 9	55 0 0
" 1248	7 8	29 9 0	" 1256	18 19	61 12 0	" 1263	16 9	55 0 0
" 1249	13 19	43 5 0						

Two fields, Nos. 931, 935, beegahs 4 biswas 15, have been held since 1241 Fuslee; and Nos. 1098, 1103, beegahs 5 biswas 17, have been held since 1249 Fuslee; No. 1102, beegahs 4, has been held since 1250 Fuslee, but rent has been altering.

## MUTHRA, No. III.

No trace of this cultivator previous to 1248 Fuslee.

Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.
Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.
In 1248 -	13 16	28 0 0	In 1254 -	No holding.		In 1259 -	No holding.	
" 1249 -	No holding.		" 1255 -	Ditto.		" 1260 -	Ditto.	
" 1250 -	8 8	49 6 0	" 1256 -	Ditto.		" 1261 -	8 15	20 0 0
" 1251 -	11 8	62 6 0	" 1257 -	Ditto.		" 1262 -	8 15	20 0 0
" 1252 -	12 8	62 6 0	" 1258 -	5 0	8 0 0	" 1263 -	8 15	0 0 0
" 1253 -	12 8	62 6 0						

Since 1261 Fuslee Nos. 724, 727, 806, 812=beegahs 8 biswas 6, rental Rupees 28-7, have been held uninterruptedly by this cultivator, remaining fields changing.

## MOONA, No. IV.

Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.
Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.
In 1241 -	20 9	57 4 6	In 1250 -	30 6½	103 3 0	In 1257 -	30 6½	103 3 0
" 1243 -	20 9	60 12 0	" 1251 -	30 6½	103 3 0	" 1258 -	30 6½	103 3 0
" 1244 -	20 9	75 2 0	" 1252 -	30 6½	103 3 0	" 1259 -	18 0	68 0 0
" 1245 -	20 9	74 0 0	" 1253 -	30 6½	103 3 0	" 1260 -	18 0	68 0 0
" 1246 -	16 6½	66 11 6	" 1254 -	39 6½	103 3 0	" 1261 -	18 0	68 0 0
" 1247 -	16 16½	57 12 0	" 1255 -	30 6½	103 3 0	" 1262 -	18 0	68 0 0
" 1248 -	18 6½	69 0 0	" 1256 -	30 6½	103 3 0	" 1263 -	18 0	68 0 0
" 1249 -	29 16½	85 13 0						

Since 1241 Fuslee this cultivator has held Nos. 1016, 1017, 1091, 1093, beegahs 10, biswas 9; since 1249, Fuslee No. 1095; since 1250, No. 1094. No other fields changed, and rental also changing.

## KULIAN, No. V.

Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.
Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.
In 1241 -	1 4	5 0 0	In 1250 -	12 4	38 15 0	In 1257 -	13 14	41 7 0
" 1243 -	1 4	5 10 0	" 1251 -	12 4	38 15 0	" 1258 -	13 14	41 7 0
" 1244 -	1 4	6 15 6	" 1252 -	12 4	38 15 0	" 1259 -	19 14	53 11 0
" 1245 -	1 4	6 6 0	" 1253 -	12 4	38 15 0	" 1260 -	19 14	53 11 0
" 1246 -	1 4	9 7 0	" 1254 -	12 4	38 0 0	" 1261 -	19 14	53 11 0
" 1247 -	1 4	6 3 0	" 1255 -	12 4	38 15 0	" 1262 -	19 14	53 11 0
" 1248 -	1 4	6 9 0	" 1256 -	12 4	38 0 0	" 1263 -	19 14	53 11 0
" 1249 -	10 9	34 11 0						

This cultivator has held since 1241 Fuslee No. 1010; since 1249 Fuslee Nos. 1003, 1045, 1064, 1130, beegahs 7 biswas 19; since 1250 Fuslee No. 1109, beegah 1 biswas 4; since 1254 Fuslee No. 1043 to present time: total holding has been altering, also rent.

## DOORGA, No. VI.

No trace of this cultivator previous to 1246 Fuslee.

Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.	Year.	Quantity of Land.	Rental.
Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.	Fuslee.	B. B.	RS. A. P.
In 1246 -	2 2½	9 9 0	In 1252 -	4 0	16 9 0	In 1258 -	8 1½	29 9 3
" 1247 -	No holding.		" 1253 -	6 0	21 4 0	" 1259 -	13 11½	48 3 6
" 1248 -	Ditto.		" 1254 -	6 0	21 4 0	" 1260 -	13 11½	48 3 6
" 1249 -	2 0	9 9 0	" 1255 -	6 12½	23 0 0	" 1261 -	17 11½	55 3 6
" 1250 -	4 0	16 9 0	" 1256 -	6 12½	27 5 0	" 1262 -	17 11½	55 3 6
" 1251 -	4 0	16 9 0	" 1257 -	8 1½	29 9 3	" 1263 -	17 11½	55 3 6

This cultivator has held following fields since 1249 Fuslee:—No. 1100, beegah 1 biswas 14; since 1250 Fuslee No. 1054, beegah 1 biswas 11; since 1253 Fuslee No. 1145; since 1259 Fuslee No. 1082; since 1260 Fuslee No. 1048: rent and holding always changing.

SIMOOA, No. VII.

Not recorded.

17th February 1865.

*Judgment.*—These cultivators before the Extra Assistant Settlement Officer claimed a right of occupancy at fixed rates when he was making investigations into these rights in their village; I therefore sent for them. Before me they allowed they had no right of occupancy according to Nawabee custom, but stated that, if ousted now, they would complain in hopes of being able to keep their fields; and, while stating that in their complaint they would plead having held a long time, and in some instances that they had improved the land, they all allowed that they could not plead any old custom which would protect them from ouster. This, to my mind, clearly shows that in this pergunnah no such custom as right of occupancy at fixed rates by pure cultivators existed in the Nawabee; had there been, these cultivators, who are all alive to their own interests and ready to fight for their lands, would most assuredly have been only too glad to have had the opportunity of pointing it out.

On examination of papers, I find that, though many of the fields have been held by these cultivators for many years, their holdings have been constantly altering, likewise their rents; eight years is the longest any of these cultivators have held the same land at the same rent, and this is quite an exceptional case. I cannot admit that any of these cultivators have any right whatever, and dismiss their claims.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

Oonao, the 12th December 1864.

Mouzah Husseinuggur, Pergunnah Oonao.

*Tenure.*—Talookdaree held Pookta by hereditary Zemindar, Faiz Ali, &c., Syuds.

NUNDoo, son of BUCHOO, 50 years, Aheer, of Husseinuggur.

My father came to this village from Baiswarra after my birth, but when I was quite young; I cannot remember any other place. I hold 15 beegahs 18 biswas of land, and pay Rupees 78-8 rent. Fields as per margin, I have only held these fields since annexation; old holdings all went in the Nawabee. We absconded, lost our holdings, and when we returned received other lands. Lumberdars always did what they pleased; when they increased our rents so much that we could not pay, we absconded. I had a pukka well built since annexation. I asked permission of lumberdar before doing so. I built it to irrigate this land; would sue if ousted from the land for irrigation of which it was built. I allow that in the Nawabee no consideration was shown to those who built wells. I would sue in hopes of retaining the land. I could not plead any custom. I don't know whether there is any cultivator who could not be ousted by the lumberdar. I

Cultivator I.			
No.		B.	B.
395	-	1	19
" 995	-	0	4
" 996	-	0	17
" 997	-	1	2
" 998	-	0	3
" 1006	-	1	3
" 1007	-	0	19
" 1015	-	1	3
" 1016	-	1	2
" 1017	-	1	11
" 1021	-	0	8
" 1023	-	0	18
" 1269	-	2	2
" 1274	-	0	4
" 1276	-	0	6
" 1277	-	1	5
" 1278	-	0	18
Total	-	15	18

don't know of any such.

LOOKUNA, son of DIBUNNEE, 40 years, Aheer, of Husseinnuggur.

My family have been three generations in this village. I hold 11 beegahs 15 biswas, and pay Rupees 47-1 rent. Fields as per margin. I have only held these fields since annexation; all our old holdings were lost when we had to abscond; we did so when more rent was demanded of us than we could pay. We did not recover our old fields; we received others at a rental which we could pay. The lumberdars brought us back; this was the custom; they squeezed us until we could stand it no longer, and absconded and then brought us back. I never saw a cultivator whose rent could not have been increased or ousted at will of zemindar. I don't know what is meant by a "mouroosee kashtkar." Cultivators had no rights, except those given by the zemindar; I mean small pieces of maafee land or groves and orchards: never heard of any other kind.

Cultivator II.

No.		B.	B.
No. 134	-	0	6
" 135	-	2	2
" 136	-	0	8
" 1071	-	1	0
" 1079	-	1	3
" 1227	-	0	3
" 1229	-	1	4
" 1230	-	2	0
" 1234	-	0	16
" 1235	-	0	16
" 1297	-	1	17
Total	-	11	15

ROOPUN, son of BHOWUN, 70 years, Aheer, of Husseinnuggur.

My family have been five generations at least in village. I hold 6 beegahs 6 biswas, and pay Rupees 25-13 rent. Fields as per margin. I have held these fields since annexation only; all our old holding was lost in the Nawabee; we had to abscond, lost our holding, and on our return received other fields. The lumberdars always had the right of doing what they pleased with the land. I know of no cultivator who could of right have withstood the lumberdars had they wished to oust him or increase his rent.

Cultivator III.

No.		B.	B.
No. 297	-	1	2
" 298	-	0	8
" 1077	-	2	4
" 677	-	0	7
" 699	-	2	5
Total	-	6	6

MADAREE, son of BHOONEE, 35 years, Lodh, of Husseinnuggur.

I have been in this village for last 15 or 20 years only; formerly lived in Kooraree, Pergunnah Russoolabad. I know no cultivator, either in this or in my old village, who could not have been ousted by the lumberdar whenever he pleased. The building of a pukka well gave no right. The zemindar could always increase owner's rent to anything he pleased; he never received any consideration.

Cultivator IV.

RAMDEEN, son of GIRWUR, 35 years, Lodh, of Husseinnuggur.

My family have been three generations in this village. I hold 10 beegahs 3 biswas and pay Rupees 46-13 rent. Fields as per margin. I have held these fields since annexation only. Our old holding was lost in the Nawabee; we absconded, lost holding, and on our return received other fields. I know of no cultivator who could not have been ousted at will of zemindar, or who could have claimed to receive back his former holding, once he left the village. The only right a cultivator who built a well ever received was to pay a higher rent, and if the zemindar was a good fellow he would give a biswa or two of land on which to plant a few trees round the well.

Cultivator V.

No.		B.	B.
No. 599	-	0	9
" 606	-	0	6
" 607	-	1	2
" 698	-	1	2
" 704	-	0	2
" 903	-	0	13
" 913	-	0	8
" 921	-	0	9
" 922	-	0	15
" 935	-	0	9
" 949	-	1	2
" 950	-	2	9
" 1283	-	0	17
Total	-	10	3

LALTA, son of CHEYT, 25 years, Kyeth, of Jumka.

I have only been putwaree of this village since 1271 Fuslee; the old putwaree died in that year. I never heard of any right acquired by cultivators, neither by building of a pukka well, or in any other way. I am only putwaree in Husseinnuggur; I held office in Jumka formerly; my brother holds office now in that village; never saw any rights there of any sort or description.

Putwaree.

TAIRG ALI, son of LOOTF ALI, 30 years, Syud, of Husseinnuggur.

In my village there are no cultivators' rights of any sort or description. If a cultivator builds a pukka well, he irrigates his lands therefrom. When they pass out of his hands, his successors use the well: no consideration is ever shown on this account.

*Camp Uturdharee, the 5th January 1865.*

*Judgment.*—In this village no direct claim was instituted; a number of old resident cultivators were sent for, and their depositions recorded. In consequence of the oppression of landlords and Government officials, holdings appear to have constantly changed hands, and there are now none older than annexation. All the cultivators allow that there were no tenant rights in the Nawabec, nor did the fact of a cultivator building a pukka well for irrigation of certain fields give him any right of occupancy over those fields. Nundoo, Aheer, has built one since annexation, first receiving permission of the lumberdar, and states he would complain if ousted from these fields; but at the same time allows that he could not plead any custom which would bar his landlord from exercising his right of ouster; and we may feel quite sure that, if such a custom existed, this man would have done his best to point it out, it being to his interest to do so. Under these circumstances, I conclude that in this village, as elsewhere, there are no tenant rights, and consign case to record chamber.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

*Oonao, the 10th December 1864.*

*Mouzah Sheikhpore, Pergunnah Oonao.*

*Tenure.*—Zemindaree; Lumberdar Ameer Ali, Sheikh.

CHORAYA, son of OODUN, 18 years, Aheer, of Sheikhpore.

My family have been in village for last three generations. I don't know where we originally came from. I hold 7 beegahs 15 biswas, and pay Rupees 22 rent. Fields as per margin. Those marked \* I have held for last 15 years or so; the others since annexation only. In the Nawabee only held those two fields; paid Rupees 10 rent for them; first paid Rupees 8, then increased to Rupees 10. We originally held some 6 or 7 beegahs, but gave them up, as we could not continue to hold them. There are no cultivators now in our village who have held the same fields uninterruptedly. We used to run away in the Nawabee, and on our return received other fields; no one's holding continued long unaltered. I know of no cultivator who could hold land against the will of the lumberdar, or whose rent could not have been increased.

Cultivator I.			
No.		B.	B.
393†	- - -	0	14
" 394*	- - -	1	10
" 395*	- - -	0	2
" 343†	- - -	1	16
" 346†	- - -	1	17
" 347*	- - -	1	16
Total	- 7	5	

KUSEEA, son of PERSHADEE, 30 years, Aheer, of Sheikhpore.

I believe my father came into this village before I was born. My grandfather may have resided here; don't know. I was born in this village. I hold 4 beegahs 7 biswas and pay Rupees 13-8 rent. Fields as per margin. I have held these fields eight years or so. My old holding was lost when we absconded from the village. The whole village left in a body; don't remember what for. But the whole village was waste. We remained away a month or two; on our return received other fields; did not receive back our old fields. The zemindar changed the fields; it was his pleasure, and we did not care about them. I know of no cultivator whose fields could not have been changed, or whose rent could not have been increased, or who could not have been ousted, at pleasure of zemindar. No cultivator owns a pukka well in our village.

Cultivator III.			
No.		B.	B.
373	- - -	1	7
" 374	- - -	0	18
" 377	- - -	2	2
Total	- 4	7	

CHUBUNA, son of NIHAL, 50 years, Aheer, of Sheikhpore.

My family have been many generations in this village; sometimes absconded, but again returned. I hold 4 beegahs 8 biswas, and pay Rupees 20 rent. Fields as per margin. I have held these fields since last year:

Cultivator III.			
No.		B.	B.
99	-	2	9
456	-	1	7
457	-	0	12
Total		4	8

all our old fields were lost when we absconded. We were away for several years; we left to escape exactions of chukladars and farmers. The zemindars themselves had to leave; we followed their example; remained away six years or so; returned when the zemindars returned, and got some land, not our old holding. There is not a cultivator who did not abscond some time in the Nawabee, and when Kalka Pershad held the village in farm not a bird remained; the whole village was waste. I don't remember a cultivator who on his return recovered his old holding.

HIROOA, son of RAMDEEN, 25 years, Lodh, of Sheikhpore.

My family have been many generations in this village; don't know how many. I hold 6 beegahs 12 biswas, and pay Rupees 17 rent. Fields as per margin. All these fields have been obtained by me since annexation. I have none of my old fields now; all were lost in the Nawabee. I don't know how they were lost.

Cultivator IV.			
No.		B.	B.
348	-	2	4
352	-	0	10
409	-	1	0
343	-	1	15
361	-	1	3
Total		6	12

My father died when I was quite young, and we then lost. I was only capable of taking land after annexation. There are now no old cultivators in our village; we had constantly to abscond in the Nawabee, and thus some went away, and others lost their holdings.

SALIK, son of RAMDEEN, 30 years, Brahmin (Tewarry), of Sheikhpore.

My family have been six or seven generations in the Nawabee. I hold 27 beegahs 8 biswas, and pay Rupees 68-2 rent. Fields as per margin.

Cultivator V.			
No.		B.	B.
95	-	2	1
97	-	3	6
147	-	3	5
148	-	2	3
149	-	1	15
150	-	1	15
152	-	2	9
154	-	1	11
155	-	1	12
156	-	1	11
159	-	1	0
161	-	2	5
468	-	1	2
460	-	1	13
465	-	0	5
Total		27	8

I have only held them since annexation; our old holdings were lost when we absconded; the whole village lay waste. Hossein Ali was chukladar. Our rents were increased above what we could pay, and we, therefore, went to other villages. We were away some years; only returned at annexation: received back one of my old fields, No. 458, no other: the rest were taken by other cultivators; my cousin received some. There is no cultivator in my village who could not be ousted by the lumberdar, or whose rent could not have been increased. Chooraya received back his old fields on his return, but lumberdar could have withheld them had he chosen to do so; no one else received back old fields except this Chooraya and ourselves. Without permission of lumberdar we could not have cultivated our fields.

RAJUH ALI, son of BISHARUT, 23 years, Pathan, of Sheikhpore.

We have resided in this village for three generations. I hold 3 beegahs 5 biswas, and pay Rupees 12. Fields as per margin. I have held these fields only since annexation; old holding was lost when we absconded: we were away five and six years in all. I don't know a cultivator who has not absconded. Did not receive back our old holding on our return. I cannot mention a cultivator who did receive his holding.

Cultivator IV.			
No.		B.	B.
381	-	1	7
397	-	1	18
Total		3	5

AMEER ALI, son of KHYR-OOL-LA, 44 years, Sheikh, of Sheikhpore.

I am the zemindar of this village. In the Nawabee I was in the Government service as zillahdar. I was for very many years in service in this and the neighbouring pergunnahs. I never met with a case of a cultivator having any rights. In Oonao Khass possibly a cultivator may be found who has held the same fields some years, but in no other village; holdings were always changing, and rents always increasing. I don't know a single cultivator who has held same



same land at same rent for some years, nor do I remember a complaint of ouster having been made by any old cultivator. The kuboodyutdar always did what he pleased with the land, nor could a cultivator commence cultivating his land until he had received permission of zemindar. This permission was required yearly.

*Camp Utturdharee, the 5th January 1865.*

*Judgment.*—In this village no claims were preferred; those cultivators who appeared having been sent for; they are the oldest residents in the village. None of them have held their lands any length of time, as holdings were constantly changing, owing, as it would appear, to cultivators absconding to escape exactions of farmers and government officials, who, not caring what became of the village so long as they made a good thing of the village in a few years, screwed the cultivators to the utmost, so much so that just before annexation the whole village lay waste, and only on the present landlord receiving possession at annexation did his old cultivators return. This is a fair specimen of the manner the majority of villages in this district were treated under the Native Government. The cultivators all agree that tenant rights of any kind were unknown in the Nawabee; and, considering the circumstances of the village, this is not to be wondered at. The statements of these cultivators are corroborated by deposition of others in neighbouring villages; and the zemindar, who all his life was in service as zillahdar under the Native Government, states that he never heard of cultivators having any rights in the Nawabee. Under these circumstances, I consign this case to record chamber.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Camp Oonao, the 19th November 1864.*

*Kusba Qonao.*

Present:—Karinda of talookdar and cultivators.

LOODHAIE, son of Mukka, 60 years, Kachee, of Kusba Oonao.

My family has resided in this village for last six or seven generations. I now hold seven  
Cultivator I. beegahs of land or thereabouts; formerly held more, but some was required for a bungalow. I lost about three or four beegahs. I pay for the holding I now cultivate Rupees 50. I have held this land for very many years, 2 beegahs since ever I can remember, and 5 beegahs for last 20 or 25 years. If I was ousted I would complain in hopes of getting my land, but I acknowledge that in the Nawabee the talookdar had every right to take the land away from me had he chosen to do so. I made a pucka well; I asked permission of the talookdar before making it. I did not make any terms with him; he might afterwards have ousted me had he chosen to do so.

ASA, son of Guneshee, 30 years, Kachee, of Kusba Oonao.

I have been in village for last four generations. I hold 9 beegahs 11 biswas, and pay  
Cultivator II. Rupees 104. Four beegahs of this has been held by my family for a very long time, long before I can remember anything; the rest for last 20 or 25 years. Fields have never changed, but rent has always done so. The talookdar had right of ousting me when he chose to do so; but if he ousted me, I would complain, as I have built a pucka well, and held for many years. In the Nawabee no one would have listened so, of course, I would have not complained. If such a complaint was put to a punch, they would probably give me some of the land; where I held four beegahs, they would probably give me one. My grandfather built the well; about 2 beegahs of land are irrigated from it; he had to obtain permission of talookdar before building it; those 2 beegahs have come down with the well. Other cultivators, with my permission, take water from the well.

GUNGADEEN, son of Pershad, 35 years, Kachee, of Kusba Oonao.

My family have resided for last four generations in the village. I hold 4½ beegahs and pay Rupees 71. This land has come down from my ancestors; never altered, though we formerly held more land. As we went down in the world, we gave the land up; talookdar did not take it away. Dost Ali has perfect right to oust me. I built a well, that is, my grandfather did so; is now included in the fort; was taken in during the disturbances; since then I have obtained water for my fields from an adjacent tank. Dost Ali gave me permission to take this water. I don't know what arrangements my grandfather made with talookdar when he built the well. Without his permission I could not build a pukka well in the land.

Cultivator III.

ASA, son of Bikharee, 40 years, Lodh, of Kusba Oonao.

My family have been for last four generations in this town. I hold about 7 beegahs of land, and pay Rupees 39; this is fully what the land is worth. We have for the most part held the same land. When we absconded we lost of course, but on our return we received back as much as we could manage to cultivate; usually part of the land we gave up. Dost Ali always had the right of changing our holdings. My family have built three pukka wells, not on the land I now hold, but on other lands which I have lost. Other cultivators hold the lands round the wells, and, with my permission, take the water. I cannot build a pukka well in the land I now hold without lumberdar's permission. We lost the land for which the other pukka wells were dug; when we could not manage to hold any longer, the lumberdar gave it to other assamees. We gave it up ourselves, but, had he wanted that land, he could have taken it away from us.

Cultivator IV.

RAMDEEN, son of Poorun, 30 years, Lodh, of Kusba Oonao.

My family have been in village for last three generations. I hold 10 beegahs of land, and pay Rupees 63; this is full rent for it. I hold now as per margin. The Burra Mehr, both Turaies, Chobro Biswa, Bureea, have been held by me for very many years; other lands recent. Lumberdar had the right to do what he pleased; increased rent until we could not pay, or turn us out. I have no pukka well. I had a couple of groves, but they were cut down in the Nawabee. If I wished to build a pukka well, even in my old fields, I could not do so without permission of lumberdar.

Cultivator V.

	B.	B.
Burra Mehr, many years -	- 2	9
Guysura, 7 years -	- 1	5
Dus Biswa, 6 do. -	- 0	10
Turaie 1, many years -	- 1	0
Do. 2, do. -	- 1	2
Phobro Biswa, do. -	- 1	0
Beejur, 6 years -	- 2	5
Do. 21 do. -	- 0	12
Bureea, many years -	- 1	0

MOHNA, son of Bussunt, 30 years, Chumar, of Kusba Oonao.

I don't know how many generations my family have been in this town, but a good many. I hold 11 beegahs of land, and pay Rupees 58-8; this is full rent. I have only held this land since annexation; my former holding was lost; we absconded and gave it up. We were away from the village seven years or so. I have no pukka well; I dug a cutcha one; have to do so yearly; I obtain permission of lumberdar before doing so. Could not dig a pukka well without permission of lumberdar. I know no cultivator who could dig a well, whether pukka or cutcha, without permission of lumberdar. The lumberdar always had the power of turning us out when he wished.

BUKSH, son of Hubei Buksh, 30 years, Sheik, of Kusba Oonao.

I came to village about 20 years ago. I have held about 12 beegahs of land; now pay Rupees 48; raised to that from Rupees 25, which I at first paid. Have held for 19 years uninterruptedly. The lumberdar has right of raising rent to whatever he pleases; but as I have held for very many years, I don't think I should be turned out so long as I pay whatever the lumberdar demands. Of course, if I refuse, he can oust me. I never asked permission when I built my pukka well on this land. In the Nawabee no permission was asked; and had I been turned out I would have complained and probably been listened to. Many people complained; I cannot tell who were listened to.

Cultivator VI.

NOOR MAHOMMED, son of BISHARUT-OOL-LA, 50 years, Sheik, of Kusba Oonao.

I have resided in the village for last 22 or 25 years ; my grandfather also resided, but he left after some time, and I only returned 22 or 25 years ago. I hold about 55 beegahs of land, and pay Rupees 175 ; this is full rent. This land has been held uninterruptedly by me since my return. Formerly did not pay so much rent ; has been increased up to this. Dost Ali has every right to oust me if he pleases to do so, but he has never done so. My grandfather built two wells, and I have built two ; I had to ask permission of the lumberdar before doing so ; this was invariably the custom. Buksh speaks falsely when he says he did so. I don't know a single cultivator whom the lumberdar could not turn out if he pleased ; a plough could not be put in the ground without his permission.

Cultivator VII.

BUKSH re-examined.

I acknowledge this, that without permission of lumberdar or mathon I could not cultivate. I asked the mathon's permission before digging well. Mootee Lall was the mathon ; he always managed village for talookdar. My first statement was not incorrect. I did not ask Dost Ali ; I asked Motee Lall's permission. The well is mine, but the land is the zemindar's.

MOTEE LALL, son of OODEY, 54 years, Kachee, of Kusba Oonao.

I am the village mathon : my family have held the office since the time of Rajah Hunwunt Bisain. The zemindar always had the right of ousting cultivators, whether they had held one year or 10 generations ; not a tree nor a well could be planted or built without permission of zemindar. I received Rupees 50 nankar ; no land. I hold some planted with trees. Maafeedars were never ousted, nor were village servants ever ousted from their holdings so long as they consented to work. Maafeedars could mortgage and transfer their rights, but village servants could not do so without permission of lumberdar. Buksh lies when he says the lumberdar had not the right to turn him out ; he always had so. I gave him permission to build the well ; he obtained the money from Dhomunee Patuk ; he is dead now.

HUKEEM-OD-DEEN, son of NUSEER-OD-DEEN, Agent for Dost Ali.

The zemindar always had the right of ousting a cultivator, but the Kachees have held a very long time, as no one could pay the rent they did for their lands ; but previous to starting the plough at commencement of year, they asked permission to do so. No well could be dug without asking permission of zemindar, nor could a tree be ever planted. No one was ousted without cause, such as not paying up, or not paying increased rent. Village servants could only be ousted from their holdings on refusing to work, not on mere caprice. Had power of mortgaging, but always asked permission. Other mafeeders could not be ousted, and had power of mortgaging and gifting. These men had the power of building pucca wells without asking permission, also planting trees ; but they usually asked permission, as the trees injured the surrounding cultivation.

RAMGOLAM, son of GYA PERSHAD, 65 years, Kyeth, of Oonao.

My statement is in every respect same as Hukeem-ood-deen's. I never saw a cultivator who built a pucca well ousted. A zemindar would not do so, as he would be ashamed to oust a man who had expended money on the property. Of course, if right is inquired about, he had right, but he would consider it wrong to do so. In the Nawabee the zemindar used to pay the cultivators to keep their lands, and did everything he could do to keep them ; they were his wealth. Rent, of course, was raised as the land improved. All the land lost by cultivators owning pucca wells they gave up themselves. There are some men holding at light rates, but this was at the will of zemindars.

*Order.*—Goordeen Doobey, Dhomunee's relative, to be summoned, also Dabeedeen, Ramdeen, Rungbeharee, Sheochurn, Sheodut, Bhoona Pandy.  
Case for 21st.

Oonao, the 22nd November 1864.

DABEEDEEN, ex-canoongoe.

I hold some land at easy rates. I hold 25 beegahs of land. I have the Sunnud, and when we once lost it I have the order putting us again in possession. We received it originally as canoongoes, and have always held. Ramdeen shares with me; he is my brother. In Buksh Ali Khan's time Rupees 10 was added to my rent, and I have never been able to obtain its remission. I present my papers.

Order from Cutcherry Khass to Rooteeram, tehsildar of Oonao, directing him to put Dabeedeen in possession of 25 beegahs seer according to former order, dated 3rd Rujub 1257 Hijree.

Putta granted by Rooteeram to Dabeedeen for 25 beegahs seer, at rate of Rupees 2-4 per beegah, dated 25th Shawal 1258 Hijree.

Order from Cutcherry Khass, directing Noonoo Hussein to carry out the order already issued to Rooteeram, dated 13th Mohurruum 1259 Hijree.

DABEEDEEN re-examined.

I did not get possession until issue of second order. I have not now the original Sunnud; only lost when we absconded. We did so in 1238 Fuslee; returned in 1239 Fuslee, but only recovered a portion. By suing we at length recovered the whole; it was our seer. I had not the power of mortgaging this land, but without order I could not have been dispossessed. I had right of planting trees on this land, and I did so, but they went to the bad in the disturbances, having been destroyed by the forces. I could not sell, but I could mortgage. (For cultivator's rights see case of Hurdeen *versus* Dost Ali.)

HUKEEM-OD-DEEN re-examined.

I have heard Dabeedeen's statement. Ask putwaree if it is correct.

RAMGOLAM, Putwaree.

The above statement of Dabeedeen is correct.

SHEOCHURN, son of PHEEROO, 60 years, Aswustee, of Oonao Khass.

No. 2129, Bykuneea, about	R. 1	B. 15	I holds 6 beegahs 8 biswas. Fields as per margin. I don't remember name of last field. I have held these fields ever since I can remember; formerly held more, but gradually gave them up. My uncle, Sewugram, held them; after his death, 12 or 14 years ago, I obtained them. I pay Rupees 33-8; this is full rate. We are attores, not cultivators, and have to pay for the cultivation. We never lost these fields. Formerly may have paid something less, but since I can remember we always paid this rent. The zemindar has right to oust me; of course, I would complain, as I would not have done so in the Nawabee, as none of us cared whether we kept the land or no, nor would any one have listened to us. I never heard of such a thing as a punchayet about a cultivator being turned out, as the real fact is a zemindar did what he pleased with his land. I should say we have held this land for 30 years. I said I would complain if turned out. I could not plead any custom. The state of cultivator was very different from that of a maafeedar, who, of course, could not have been ousted. There is a great deal of difference between a mere cultivator, even of four or five generations, and a maafeedar.
" 2122, (1) Oosuehar, do.	1	0	
" 2117, (2) do.	0	12	
" 1228, Pattee, do.	1	5	
" 1915, Sudamund, do.	1	8	
" 1935, Kooneea...	0	8	
Total	6	8	

I have held a long time. I would not have done so in the Nawabee, as none of us cared whether we kept the land or no, nor would any one have listened to us. I never heard of such a thing as a punchayet about a cultivator being turned out, as the real fact is a zemindar did what he pleased with his land. I should say we have held this land for 30 years. I said I would complain if turned out. I could not plead any custom. The state of cultivator was very different from that of a maafeedar, who, of course, could not have been ousted. There is a great deal of difference between a mere cultivator, even of four or five generations, and a maafeedar.

RAMGOLAM,

## RAMGOLAM, Putwaree.

SHEOCHURN's fields are numbered as follows :—

	B.	B.		B.	B.
No. 1915 - - -	1	11	No. 2129 - - -	1	2
„ 2122 - - -	0	18	„ 1935 - - -	0	3
„ 2117 - - -	0	18	„ 2116 - - -	3	4 bagh.
„ 2128 - - -	1	16	Cultivated lands	6	8

No. 2128 Sheochurn received in 1254 or 1255 Fuslee; the rest he has held for very many years, ever since I can remember, 30 years or so; he has a pukka well. The rent of land used to be increased or diminished.

## SHEOCHURN re-examined.

I have a pukka well, built by myself 20 years ago. I asked the then lumberdar of the village for a piece of land on which to plant a grove; on his doing so I built the well; this, of course, with his permission; my fields are irrigated from that well. I never made any arrangements with lumberdar about my not losing land if I built a well; the fact is, I built the well for the garden, and took advantage of it to irrigate my land. The mere fact of a cultivator building a pukka well did not give him a title to be maintained in possession of the land to be irrigated from it, but, of course, he would hope not to be turned out.

## MOONA, son of RAM PERSHAD, 60 years, Brahmin, of Choura.

I hold 64 beegahs 15 biswas of land as a paikasht. I held in the Nawabee; sometimes gave up; some times held. If I saw I was likely to be oppressed, I gave the land up; if, on the contrary, I was made much of, I took it again. The land is close to my village. I now pay Rupees 125; this is full rent. I have built a pukka well since disturbances; I did so as I could not get water any other way. Before building well I asked Dost Ali's permission; he also promised not to increase rent of the land irrigated from it. He has right to oust me from all the land, but he will never do so, nor would I complain if he did so. I am only a paikasht. I would take land in my own village.

## LALL CHUND, son of RAM PERSHAD, 43 years, Kyeth, of Secunderpore.

I am in Dost Ali's service, and cultivate two beegahs of land. I have been in his service for last 15 years; never held the land before. I am not one of the canoongoes, nor have I ever held land in Secunderpore.

*Order.*—Sheodutt to be again sent for.

*Oonao, the 24th November 1864.*

SHEODUTT, son of SUDHASOOK, 55 years, Shookul, of Oonao, Khass.

	B.	B.	
No. 1921 - - -	1	6	I hold 23 beegahs of land as per margin; formerly we held more; gradually gave it up. My brother, Munneeram, formerly held. My brother first obtained this land by order from Lucknow; we paid Rupees 2 per beegah; we obtained it for our support. My father received a sort of pension from the British Government; on his death this pension was stopped; we then petitioned for some land, and received this holding, which we have held ever since. All our papers were plundered in the disturbances. We saved the lives of several of the amlahs, and my brother was killed at Mohun; he was thanadar appointed by Major Evans, Deputy Commissioner. This was my seer; I held direct from the chukladar; I had nothing to do with the farmer or zemindar of the village. My rent was never increased; even Buksh Ali never increased it. I know nothing about custom in ousting or maintaining cultivators in possession; whoever was the strongest gained the day; there were no rights. We escaped increase by using the name of the British Government, whose pensioner my father was. These are the fields we have held always.
„ 2009 - - -	0	2	
„ 2011 - - -	0	5	
„ 2016 - - -	0	7	
„ 2017 - - -	0	15	
„ 2018 - - -	0	6	
„ 2031 - - -	0	4	
„ 2032 - - -	0	5	
„ 2033 - - -	0	2	
„ 2038 - - -	0	4	
„ 2040 - - -	0	8	
„ 2042 - - -	0	1	
„ 2044 - - -	0	3	
„ 2046 - - -	0	1	
„ 2048 - - -	0	2	
„ 2049 - - -	0	2	
„ 2051 - - -	0	1	
„ 2052 - - -	1	0	
„ 2053 - - -	0	1	
„ 2055 - - -	1	0	
„ 2058 - - -	1	14	
„ 2060 - - -	0	1	
„ 2061 - - -	0	2	
„ 2062 - - -	0	3	
„ 2063 - - -	0	19	
„ 2065 - - -	0	19	
„ 2067 - - -	0	4	
„ 2068 - - -	1	2	
„ 2069 - - -	0	8	
„ 2070 - - -	0	3	
„ 2071 - - -	0	3	
„ 2072 - - -	1	4	
„ 2073 - - -	0	19	
„ 2074 - - -	0	17	
Total	16	8	

SHEODUTT re-examined.

I hold other lands besides Munneeram's holding, whose fields are as follows (*vide* list in vernacular). Munneeram's land is held by Kunaye, his son.

HUKEEM-OD-DEEN re-examined.

Munneeram always held land, but cannot say anything about the rent, nor whether land was changed or no.

RAMGOLAM re-examined.

I will get out my old papers and state how many fields Kunaye has held for many years.

*Order.*—Putwaree to get out his old papers.

Case for 26th.

*Oonao, the 14th December 1864.*

RAMGOLAM re-examined.

I have found some of my old papers; those of 1250, 1254, and 1259 Fuslee are complete, and detail of holding of those years can be given.

In 1250 Fuslee he held fields as follow:—

				No.	B.	B.	
Tirooa	-	-	-	1230	1	18	
Babun	-	-	-	1250	1	1	
Titileea	-	-	-	1223	1	5	
Buneea	-	-	-	2454	0	6½	
Turaie	-	-	-	2458	0	16	
Bagh (1)	-	-	-	1210	0	8¾	
Ditto (2)	-	-	-	1192	2	7¼	Hydayut Mirdah-ka-Bagh.
Gunjoor	-	-	-	1918	2	9	
Old measurement					10	11½	Rental, Rupees 34 5 6
New measurement					9	7	

In 1254 Fuslee he held—

				No.	B.	B.	
Tirooa	-	-	-	1230	1	18	
Babun	-	-	-	1250	1	1	
Titileea	-	-	-	1223	1	5	
Gunjoor	-	-	-	1085	1	14	
Turaie	-	-	-	2458	0	16	
Bagh (1)	-	-	-	1210	0	8¾	
Ditto (2)	-	-	-	1192	2	7¼	
Gunjoor	-	-	-	1918	2	9	
Beejur	-	-	-	2052	1	1½	
Bhisbaie	-	-	-	2029	0	6	
Puteea	-	-	-	2068	1	6	
Munjura	-	-	-	2087	0	13	
Ditto	-	-	-	2056	1	1	
Beejur (1)	-	-	-	2017	0	19	
Ditto (2)	-	-	-	2009	0	2	
Ditto (3)	-	-	-	1978	1	2	
Ditto (4)	-	-	-	2044	0	4	
Pussaya	-	-	-	2072	1	7	
Patee (1)	-	-	-	2065	1	4½	
Ditto (2)	-	-	-	2063	1	6½	
Beejun	-	-	-	2011	0	5	
Munjura	-	-	-	2058	2	4½	

Turaie (1)	-	-	-	No.	2175	B.	B.
Ditto (2)	-	-	-	"	2163	3	5
Ditto (3)	-	-	-	"	2164	2	1 $\frac{1}{2}$
Ditto (4)	-	-	-	"	2181	0	18 $\frac{1}{2}$
Beejur	-	-	-	"	2109	2	2
						1	3
Old measurement						34	11
New measurement						30	14
						Rental, Rupees 69 9 6	

In 1259 Fuslee he held—

Gunjoor	-	-	-	No.	1918	B.	B.
Ghora	-	-	-	"	1978	2	9
Jawassee	-	-	-	"	2048	1	2
Bhirbaie (1)	-	-	-	"	2069	0	2 $\frac{1}{2}$
Ditto (2)	-	-	-	"	2070	0	18 $\frac{1}{2}$
Ditto (3)	-	-	-	"	2071		
Ditto (4)	-	-	-	"	2038		
Ditto (5)	-	-	-	"	2016	0	4
Ditto (6)	-	-	-	"	2032	0	7
Ditto (7)	-	-	-	"	2031	0	5
Beejur	-	-	-	"	2052	0	5
Bhirbaie (1)	-	-	-	"	2033	1	1 $\frac{1}{2}$
Ditto (2)	-	-	-	"	2067	0	2
Ditto (3)	-	-	-	"	2042	0	5
Ditto (4)	-	-	-	"	2062	0	2
Patee	-	-	-	"	2068	0	4
Munjura (1)	-	-	-	"	2057	1	6
Ditto (2)	-	-	-	"	2056	1	13
Bhirbaie	-	-	-	"	2017	1	1
Jurwassee (1)	-	-	-	"	2046	0	19
Ditto (2)	-	-	-	"	2074	0	2
Ditto (3)	-	-	-	"	2044	1	2
Bhirbaie	-	-	-	"	2049	0	3
Pussaya	-	-	-	"	2072	0	3
Nadipar	-	-	-	"	2065	1	7
Puteea	-	-	-	"	2073	1	4 $\frac{1}{2}$
Patee	-	-	-	"	2063	1	5
Puteea	-	-	-	"	2058	1	6 $\frac{1}{2}$
						2	4 $\frac{1}{2}$
Old measurement						20	4
New measurement						17	4
						Rental, Rupees 40 2 0	

These fields were held by Munneeram and Sheodutt; they held together in the Nawabee. I have papers of other years, showing the total of his holding and rent paid, but have no detail of fields.

			B.	B.	B.		RS.	A.	P.
1252 Fuslee	-	-	31	13	10	Rental	94	1	3
1250 "	-	-	10	12	0	"	34	5	6
1254 "	-	-	34	16	0	"	69	9	6
1256 "	-	-	15	11	0	"	44	9	3
1257 "	-	-	16	17	0	"	53	12	6
1259 "	-	-	20	4	0	"	40	2	0

Since 1259 Fuslee fields have not been altered; the lands are the same, but when measured the fields have been increased. The land held in 1259 according to old measurement amounted to 20 beegahs 4 biswas; according to new measurement, 17 beegahs 4 biswas. The land held in 1250 to 9 beegahs 7 biswas, and that in 1254 Fuslee to 30 beegahs 14 biswas.



SHEODUTT re-examined.

I produce the only puttās I have, that of 1261 Hijree, for 32 beegahs 10 biswas, at a rental of Rupees 65; and 1263 Hijree, 35 beegahs, at rental of Rupees 70. Fields according to last year, 32 beegahs 18 biswas; and new, 2 beegahs 2 biswas; total, 35 beegahs. The 1261 Hijree is an istumraree putta. The difference between the 1254 Fuslee holding and 1259 Fuslee holding was occasioned by my having given up a number of fields which I did not care to keep, being subject to inundation from the tank (Kunoota). I gave up 12 beegahs when Qazee Hussain Ali held the kusba. I only took the second putta when the village was held kham under the Huzoor Tehsil. The first putta was granted to me by the chukladar; it was the same as a maafec, and I never took a putta from the kuboolyutdar; I had no need to do so, as I held the land direct from the chukladars, and have nothing to do with them.

MOOTEE LALL re-examined.

In 1252 Fuslee I held kuboolyut of this kusba. Munneeram's rent amounted to Rupees 95, but he only paid Rupees 85; he then went away to Lucknow, and I never recovered the money. I took village from Hussein Ali. I obtained kuboolyut in Phagun or Cheyt 1252 Fuslee. I never saw that istumraree putta before, and Hussein Ali allowed me to increase any one's rent I pleased.

HUKEEM-OD-DEEN re-examined.

My principal signature was written by Meer Ameer Ali, brother of Dost Ali.

SHEODUTT re-examined.

I produce a copy of Hussein Ali's letter forbidding the mokuddums to increase my rent.

On inspection of the 1261 Fuslee putta it appears that Hussein Ali recorded his reason for granting it as follows:—As Munneeram is a respectable man, Mahomedan officials are sworn on the Koran, and Hindoos on the Ganges water, not to go contrary to this putta.

DABEEDEN, son of SUDGEEA, 48 years, Kachee, of Oonao Khass.

I formerly held four beegahs of land at a rental of Rupees 14, belonging to Hukeem-ood-deen's grandfather; it was not khalsa. My holding from talookdar amounted to about 8 beegahs 5 biswas near this maafec land, and about 3 beegahs in the har. For 5 beegahs I paid about Rupees 10 per beegah, and for the 8 beegahs somewhat less. I paid for the whole 8 beegahs Rupees 75. The maafecdar always treated us well; never ousted us. I built a pukka well in this land, for irrigation both of it and the khalsa land. I have no right in this land, notwithstanding I have built the well, and held for many generations. I am a ryot, not a zemindar. Maafecdar always had right of ousting or increasing the rent had he chosen to do so. This maafec land lay right in the centre of my khalsa holdings; my fields were on all sides of it. I have no khalsa land for which I pay only Rupees 3-8 per beegah.

HUKEEM-OD-DEEN, Maafecdar.

We never wished to increase rent, and we never could have got another Katchee to take it, had we taken it away from him; and as it was situated within his holding, no one else would have taken it; and as we were always in service, we could not look after after it ourselves; thus it has remained with him at about half or a third of what it is worth.

*Camp, the 10th January 1865.*

*Order.*—I took up this village at Oonao as being the one most likely of any in the district in which to find tenant rights, if any such existed. Being near Cawnpore, and having been for some years a sudder station, the people have learnt our system, have become accustomed to us and our courts, with plenty of Mookhtears ready to put any litigant in the way of suing for his rights. But only three persons made any sort of claim, the majority of cultivators declaring that they had no rights of any sort or description, the kuboolyutdar having always had the right of ousting them and increasing their rent. Many of these men were owners of pukka wells built by some member of their

their family; in some cases they had preserved some of the fields for irrigation of which well had been built; in others they had lost them. One and all declared that the fact of possessing a pukka well gave no right of occupancy; that the owner could be ousted just as easily after as before it was built. There are thus no trace of tenant rights in this kusba, and the opinion acquired by investigation in other parts of the district is only the more confirmed.

I proceed now to analyze the three claims put forward, and first in order comes Buksh No. VI. His statement is that he had held the same land for 19 years, and had dug a pukka well, and consequently could not be ousted, though talookdar had right of raising his rent to any sum he pleased. He further allowed that he could not cultivate year by year without the permission of the talookdar or his agent, and also had to ask permission before he dug his well. His claim, on the face of it, is an absurdity. A right of occupancy is supposed to do away with any necessity for asking permission, and so long as the will of the superior landlord has to be consulted there can be no *right*; and the admission by Buksh that he had to obtain permission before cultivating entirely overthrows his claim to be considered as having a right, which does away with necessity for seeking permission.

Next comes Dabeedeen, canoongoe. He claims to be maintained in possession of 25 beegahs, of land at Rupees 2 per beegah, formerly his canoongoe seer. This case has already been decided. The land was given by Government officials in part remuneration of his services as canoongoe, and consequently his claim cannot be considered as between landlord and tenant. He held on the authority of the chukladar, and the landlord had nothing to do with him. When his services were dispensed with, of course he lost all title to his seer; or, if entitled to keep it, Government should bear the loss, not the talookdar.

The third case is that of Sheodutt. His statement is that his father was an old pensioner of the British Government, and that when he died, through his influence thereby acquired, they obtained a holding of some 23 beegahs, and this they continued to hold, using the name of the British Government whenever any one attempted to interfere with their holding. He repudiates the idea of ever having had anything to do with the kuboolyutdar, claiming to have held direct from the chukladar. This took his holding out of ordinary tenant claims, but I thought it well to examine the old papers for purpose of finding out whether Sheodutt's statement regarding his length of occupancy was correct or no, and I find that in almost every year his holding has changed. One putta, that for 1252 Fuslee, was an istumraree putta granted for 31 beegahs 13½ biswas by the chukladar, Hussein Ali, because Munneram, his brother, was a respectable man; yet in 1254 Fuslee he was holding 34 beegahs 16 biswas, in 1256 Fuslee 15 beegahs 11 biswas, in 1257 Fuslee 16 beegahs 17 biswas, and in 1259 Fuslee 20 beegahs 4 biswas; and out of the 34 fields held by him now he was only holding 10 fields, 7 beegahs 3 biswas, in 1254 Fuslee; none of them in 1250 Fuslee. In 1259 Fuslee he had added 4 beegahs 3 biswas, and the rest of his present holding he has acquired since; so that, notwithstanding all the assistance he derived from the Government officials, he never contrived or cared to keep the same holding four years consecutively, and all the land he now holds has been acquired since 1250 Fuslee, and is not of the ancient date he asserts. Every case of asserted lengthened occupancy, on being investigated, turns out in the same way to be false; so that I begin to believe that in this district the statement every one makes to me is correct, viz., that no one ever held the same fields for any number of consecutive years, but that they were always changing, like the kuboolyuts.

As I can find no trace of tenant right in this kusba, case consigned to record chamber.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

*Oonao, the 22nd November 1864.*

*Mouzah Oonao Khass, Pergunnah Oonao.*

HURDEEN vs. CHOWDRI DOST ALI.

*Suit.*—Claim to hold 8 beegahs, at rental of Rupees 22, as hereditary cultivator.

HURDEEN, son of TOOLSEERAM, 35 years, Bhat, of Oonao.

I hold the teraie field, 3 beegahs; chowbeegah field, 4 beegahs; beerbhowa field, 1 beegah; in all, 8 beegahs. I pay Rupees 22 for these fields. This is full rent; no  
(290.) Q q 4 increase

increase could be made and yield a profit. I have held these for very many years. My father obtained these fields from the then owner of the village, and we have held them ever since, that is, my father held other fields. I don't know names, as I was very young when he died. My brother, who was khasburdar to Nawab Hyder Hussein Khan, not being pleased with the land, obtained an order from Lucknow to the chukladar, directing him to give others in exchange; this was done, and we received the lands we now hold. This was 20 years ago or thereabouts. I remember now the names of my father's fields: teraie, two fields, 5 beegahs; teebeegah fields, 3 beegahs; in all, 8 beegahs. My brother gave up the 2 teraie fields, getting the chowbeegah and beerbhowa in exchange. The teraie field I now hold is really the teebeegah field held by my father. We have never lost this field since I can remember, say 20 years; can't say what happened before. The chowbeegah field was taken away from us by Nawab Buksh Ali Khan, chukladar; recovered it at annexation from Meer Dost Ali. My brother went and told him the field was his, and Dost Ali gave it up; they were great friends, that is, he said it was his old field, and the cultivator who held had fled, so that it was lying waste. Meer Dost Ali could have refused it had he pleased to do so. The beerbhowa field never passed out of our lands, nor was rent ever increased; we used to complain at Lucknow, and always obtained an order from Vizier preventing increase. I was a Jemadar of Burkundauzes with various chukladars, Nawab Buksh Ali and Hamid Ali Khan. I never dug a well. We obtained some land for a grove through Wuzeer Khan, chela of the Vizier, Ali Nukkee. The fact is I used to prepare and keep quail for fighting, and once when I took a number to Wuzeer Khan, and he was pleased, I asked for a piece of land on which to plant a grove, and through his influence with the Vizier an order was passed giving me 3 beegahs 13 biswas of land, on which my grove is still standing. In the same way, by aid of the friends made in Lucknow, we prevented an increase to our rent. I cannot name any one who, without assistance in Lucknow from such patrons as Wuzeer Khan, got their petitions attended to, though no doubt there are many such, for it is well known that every man's petition was heard. I claim that this land shall be decreed to me at the same rate.

HUKEEM-OD-DEEN, Agent for DOST ALI.

From the commencement to the end plaintiff has lied; the putwaree will be able to state exactly who held his land formerly.

RAMGOLAM, Putwaree.

I have held office for 30 years. In 1267 Fuslee plaintiff obtained this land first; formerly it was held by Bhowna and Bulooa, Aheers, who had held from 1254 or 1255 Fuslee. Don't remember who held before that; my papers will show. Toolseeram, his father, and Sulgooa, his brother, formerly held the two teraie fields; they lost in 1257 Fuslee, having given them up. These Bhats were not regular cultivators. I made a mistake as to the holdings of these Bhats; they gave up the land in 1256 Fuslee, having been plundered in 1255 Fuslee, but recovered in 1257 Fuslee, and held up to 1265 Fuslee. In 1266 Fuslee he gave them up. In 1267 Fuslee he again took three beegahs of the teraie fields, the chowbeegah and beerbhowa. The teraie field has always been held by these Bhats; they are called attaias, not kashtkars. They always received these fields at light rents, because they received the land left by the kashtkars.

*Order.*—Number all wrong; putwaree to prepare correct list.

HURDEEN re-examined.

I don't know what the custom of the country was regarding possession of hereditary cultivators. Can only speak to my own case. I was not ousted, because the zemindar was light upon me, and I had assistance of friends. I will produce a putta to prove possession. I call Dabeedeen, Canoongoe, Ramdeen, Canoongoe, no others; but, if accepted, I will name some of those who hold land on much the same terms as myself.

*Order.*—Such witnesses cannot be accepted. To profit themselves they will all give false evidence: no dependence can be placed on a man's evidence which may help himself.

DABEEDEN

DABEEDEEN, son of POORUNRAM, 50 years, Kyeth, of Oonao.

I am of the canoongoe's family; held office in the Nawabee, I don't know what fields the Bhats held, but I know what fields plaintiff's father held; also his son, Lalljoo, after him. On Lalljoo's death his brother, plaintiff, succeeded. Lands were always changing. Don't know what rent he paid, or whether it altered. No cultivator ever acquired the right of occupancy or holding at fixed rents. Plaintiff's brother was in service in Lucknow, and through the influence acquired there he managed to escape what others had to endure, but only through this influence; *right* was never recognized. When zemindars were turned out, what chance had cultivators?

RAMDEEN, son of POORUNRAM, 53 years, Kyeth, of Oonao.

Plaintiff's father and brother used to hold land in the Nawabee, but I cannot say whether they held uninterruptedly or no. I know nothing about rent, nor about the fields they held. The custom of the country always was that the lumberdar had the right of ousting or putting any rent on any cultivator he pleased. If cultivator had influence with chukladars or at court, he escaped, but otherwise the zemindar did what they pleased with the land. If a cultivator wished to build a pukka well, he had to ask permission of lumberdar, and even then the land for which the well was made could be given to another cultivator; but this was seldom done; usually the zemindar let off something from the cultivator's rents, as it was to his advantage to get wells built. Maafeedars were never ousted, and they had the right of selling and mortgaging their maafees. Village servants could only be ousted for non-performance of their work; they also had the power of mortgaging their plots of ground.

DABEEDEEN re-examined.

The above statement is correct, except so far as mafeedars being able to sell; they could not do so, but they could mortgage, and when the zemindar seized the deed he usually took a small present as recognition of his superior right.

RAMDEEN re-examined.

Yes, that is correct.

HURDEEN re-examined.

What can I say? I only claim to continue holding as I formerly did, notwithstanding the holding was continued by interest at Lucknow. Of course, I had no right to mortgage land, or transfer my occupation of the land to another.

RAMGOLAM re-examined.

I have numbers all right now. His father and brother held as follows:

(1.)	Teraie,	No. 2163	-	-	-	B. 1	B. 12	} Formerly one.
(2.)	Ditto,	„ 2164	-	-	-	0	16	
(3.)	Ditto,	„ 2184	-	-	-	1	10	
	Dhunabeegur,	„ 1985	-	-	-	2	1	
					Total	-	5 19	

At present plaintiff holds as follows :—

Gurwur,	No. 1204	-	-	-	R. 1	R. 9	} Formerly known as the chowbeega.
Ditto,	" 1205	-	-	-	0	19	
Ditto,	" 1207	-	-	-	0	6	
Ditto,	" 1215	-	-	-	1	16	
Beerbhowa,	" 1936	-	-	-	0	14	
Teraie,	" 2163	-	-	-	1	12	
Ditto,	" 2164	-	-	-	0	16	
Total				-	<hr/> 7 12		

The beerbhowa is not a regular field ; it is within the limits of a tank named Kooneta ; but fields never remain same. When tank dries up, the land is given out to be cultivated. The gurwur fields were always in Nawabee held by Bhowna and Bulooa. Cannot say who held the beerbhowa field.

*Order.*—Bhowna and Bulooa to be sent for, and putwaree to produce his old papers.

*Oonao, the 24th November 1864.*

BHOWNA, SON OF NUNGAIE, 40 years, Aheer, of Oonao Khass.

I have resided in this village many years, 30 or 40 years. The chowbeega field was formerly held by Bhugwandeem, Bhat, in Budreenath's time ; he gave it up, and I took it. I held up to annexation ; I then absconded. Hurdeen now holds it. Hurdeen is no relation to Bhugwandeem. I have no putta.

*Order.*—Putwaree to be again directed to produce his papers. Case for 26th.

*Oonao, the 14th December 1864.*

RAMGOLAM, Putwaree, re-examined.

I have papers complete of 1250, 1254, and 1259 Fuslee, and can give details of other years ; can only give total holdings.

Fuslee.

In 1250 there is no trace of plaintiff's holding whatever.

„ 1254 ditto. ditto.  
„ 1259 ditto. ditto.

			B.	B.					
„ 1260	Saljoo, Bhat, held	9	3 $\frac{1}{4}$	Rental, Rs.	17	10	3		
„ 1261	ditto	9	14 $\frac{1}{4}$	„	24	13	6		
„ 1262	ditto	7	8 $\frac{3}{4}$	„	18	9	0		
„ 1263	ditto	9	16 $\frac{1}{2}$	„	25	12	6		
„ 1264	ditto	10	17	„	25	15	9		
„ 1265	ditto	10	17	„	24	6	9	Fields Nos. 1180 1790 (1),	
								1779, 1792, 1790 (2),	
								1178, 1171, 1172,	
								1788, 2163, 2164.	
„ 1266	ditto	7	12	„	26	0	0	Nos. 2163, 2164, 1204,	
								1205, 1207, 1215, 1936.	

Since then these fields have been continuously held by him. In the 1257 Fuslee Futter Lalljoo is recorded as holding eight beegahs at a rental of Rupees 23-10. I do not know why plaintiff's father's or brothers' names are not down in my papers. I know he cultivates, as I formerly stated, but he was not a regular cultivator.

HURDEEN re-examined.

I cannot help what is entered in putwaree's papers. All my old puttass were lost in disturbances.

*Camp Utturdharee, the 4th January 1865.*

*Judgment.*—This is a direct claim on part of Hurdeen, Bhat, to hold 8 beegahs of land, numbers noted, at a rent of Rupees 22. His statement is that his father held land for very many years ; that on his death, about 20 years ago, his brother exchanged two fields named teraie, obtaining two others, the chowbeega and beerbhowa fields, in exchange ; that he always held these, and that whenever an increase was demanded, he refused to pay any, and through assistance of his patrons in Lucknow, whom he supplied with fighting quail, he managed to get let off. He allows, however, that chukladar, Buksh Ali, took away the chowbeegah field from him in 1255 or 1256 Fuslee, and that he only recovered it at annexation, when his brother asked for and obtained it from Dost Ali, talookdar ;

talookdar; at the same time he allowed that Dost Ali could have refused to have given it to him had he chosen. He called as witnesses to his right of occupancy the two canoon-goes, who, however, went dead against him, stating that it was not the custom in the Nawabee for tenants to acquire any rights over their holdings; that right of occupancy at fixed or other rates was unknown. They further stated that these Bhats only held through influence at Lucknow, and this Hurdeen himself was obliged to acknowledge. It further appears that the holdings of these Bhats were not continuous, as a reference to the old papers will show, and that in 1266 Fuslec nearly all their fields were changed. In my opinion, Hurdeen's claim is a preposterous one. In the Nawabee, for the reason given, he may have held at somewhat below market rates; but fields were changed; and even his friends at Lucknow could not save his being deprived of the chowbeega field when Buksh Ali chose to take it away. He can give no proof that right of occupancy was ever acquired by any one, much less that he has acquired such right; indeed, his witnesses state that no such right ever was acquired. Under these circumstances, I reject Hurdeen's claim to be recorded as a cultivator having right of occupancy at fixed rates.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

*Oonao, the 9th December 1864.*

*Mouzah Oonao Khass, Pergunnah Oonao.*

CHOTEY UNUNT vs. CHOWDRI DOST ALI.

*Suit.*—To be recorded as having right of occupancy of \_\_\_\_\_ at rental Rupees \_\_\_\_\_.

CHOTEY, son of NIHAL, 60 years, Buraie, of Oonao Khas.

My family have been in this village for seven generations at least. I hold 9 beegahs 16 biswas of land, and pay Rupees 41-2-6. Ununt holds separate from me; I don't know how much he holds; if necessary, he will attend Court. I claim to continue holding these fields. He threatens to turn me out. We have had a dispute about 5 beegahs 5 biswas of land which my ancestors purchased. I have always held these fields; have never been ousted. Fields as per margin. Have held these fields from Saadut Ali Khan's time, I always paid Rupees 41-2-6. In the Nawabee I often absconded. I left in Buksh Ali's time; I was away one year. I went to Sirsa, in Baiswarra. I recovered the fields. I asked Ramgolam, the putwaree for them, and he gave me a putta of them. They were not cultivated at all the year I absconded. I received a putta every year from the kuboolyutdar. I could cultivate without asking permission.

Chumorwalla.	Kundee.
Bureea.	Tuleeo.
Oogaya.	Bhisbooa.

HUKEEM-OD-DEEN, Agent for DOST ALI.

I know that Chotey has cultivated for many years, but he lies when he says that he could cultivate without permission, or could not have been ousted. I cannot state, without referring to old papers how plaintiff has held; his rent has probably changed, but without reference to papers I cannot state.

CHOTEY re-examined.

I acknowledge that in the Nawabee our rents were always changing and increasing, and usually increased even after the putta had been written. We were forcibly made to cultivate the land, and punished if we wished to give it. I cannot give proof that kuboolyutdar had no right to oust me; he was master, and did what he pleased.

*Order.*—Ramgolam and Mootee Lall to be summoned.

*Camp Oonao, the 10th December 1864.*

CHOTEY re-examined.

I present my putta for 1268 Fuslee. I claimed the fields therein entered.

						B.	B.
No. 499	-	-	-	-	-	1	7
„ 1305	-	-	-	-	-	2	12
„ 1323	-	-	-	-	-	0	16
„ 1333	-	-	-	-	-	1	2
„ 1385	-	-	-	-	-	0	3
„ 1394	-	-	-	-	-	0	2
„ 1410	-	-	-	-	-	0	16
„ 1412	-	-	-	-	-	0	12
„ 1427	-	-	-	-	-	1	8
Total	-	-	-	-	-	8	18

RAMGOLAM, Putwaree.

I have held office for 30 years. In 1268 Fuslee Chotey and his brother separated; before that lived together. Nos. 1333, 1305, 1323 are old fields, and all the rest are comparatively recent acquisitions; that is, in 1258 Fuslee, on their return from absconding. They were away in 1257 Fuslee. Even those old fields they sometimes lost. They were always absconding, losing their holdings, and again returning and getting other fields. Ununt holds 4 beegahs 16 biswas, at a rental of Rupees 19-5.

						B.	B.
No. 1326	-	-	-	-	-	0	13
„ 1373	-	-	-	-	-	1	1
„ 1376	-	-	-	-	-	0	1
„ 1381	-	-	-	-	-	0	2
„ 1384	-	-	-	-	-	0	2
„ 1387	-	-	-	-	-	0	1
„ 1393	-	-	-	-	-	0	3
„ 1398	-	-	-	-	-	0	2
„ 1411	-	-	-	-	-	1	10
„ 1424	-	-	-	-	-	0	1
„ 1426	-	-	-	-	-	0	10
„ 1505	-	-	-	-	-	0	10
Total	-	-	-	-	-	4	16

Utbut, another of them, son of Ununt, holds 8 beegahs 13 biswas, at a rental of Rupees 36-6; numbers as follows:—

						B.	B.
No. 1327	-	-	-	-	-	1	5
„ 1328	-	-	-	-	-	0	15
„ 1365	-	-	-	-	-	1	6
„ 1366	-	-	-	-	-	1	14
„ 1367	-	-	-	-	-	2	6
„ 1457	-	-	-	-	-	1	7
Total	-	-	-	-	-	8	13

The three together hold 22 beegahs 7 biswas, at a rental of Rupees 95-13. Only Nos. 1326, 1373, and 1328 are old; all the rest they have obtained since 1258 Fuslee, and even the old fields were constantly going out of their hands, and being given back to them again. Out of the 22 beegahs 7 biswas only 8 beegahs 4 biswas are old. In 1250 Fuslee not one of these fields was in their possession. Fields as follows:—



Fuslee.	Nos.				B.	B.
In 1250	476	-	-	-	- 1	16½
	479	-	-	-	- 0	18
	482	-	-	-	- 1	19
	465	-	-	-	- 0	10½
	1328	-	-	-	- 0	18
	1322	-	-	-	- 1	8¼
	1454	-	-	-	- 1	0
Out of	1305	-	-	-	- 0	7½
	1393	-	-	-	- 0	4
Total					- 9	1¾

Fuslee.	Nos.				B.	B.
In 1254	1370	-	-	-	- 1	0
	1412	-	-	-	- 0	13
	1372	-	-	-	- 1	0
	1369	-	-	-	- 1	12
	1367	-	-	-	- 2	12½
	1457	-	-	-	- 1	12
	1365	-	-	-	- 1	11½
	1328	-	-	-	- 0	18
	1393	-	-	-	- 0	4
	1398	-	-	-	- 0	3½
Out of	1305	-	-	-	- 0	7½
	1322	-	-	-	- 1	8¼
	1323	-	-	-	- 0	18½
Total					- 14	0¾

Fuslee.	Nos.				B.	B.
In 1259	499	-	-	-	- 2	2
	1426	-	-	-	- 0	10
	1373	-	-	-	- 1	1
	1398	-	-	-	- 0	2
	1393	-	-	-	- 0	4
	1333	-	-	-	- 1	6
	1323	-	-	-	- 0	18½
	1350	-	-	-	- { 2	1½
					- { 0	17½
Total					- 8	12½

CHOTEY re-examined.

Yes; I acknowledge that my holding was always changing. I am ready to give rent. I only claim right of cultivating.

MOOTEE LALL, Mokuddum, examined.

Neither Chotey, nor Ununt, nor any cultivator ever acquired the slightest right in their holdings. Fields were always changing, and rents always increasing. There was not such a thing known as cultivators' rights in the Nawabee.

Called by Court.

AMBER ALI examined.

I was zillahdar of this kusba in 1250 Fuslee. There never was any such a thing known as right of occupancy, or any other cultivators' rights, in Nawabee; they were things unknown and unrecognized.

Called by Court.

CHOTEY re-examined.

The Mokuddum and Ameer Ali have stated correctly. I now allow that I have no right to the land; I have been resident a long time, and consider I am entitled to land, and am ready to pay the rent demanded of me.

*Camp Utturdharee, the 4th January 1865.*

*Judgment.*—This is a claim made by Chotey and Ununt, Buraies, to hold 8 beegahs 18 biswas, at a fixed rental of Rupees 41-2-6, on the ground of his having held the same land at the same rate for very many years; he also claims right of occupancy on same grounds. Dost Ali, talookdar, denies that claimants or any one else ever acquired right of occupancy at either fixed or variable rates, and states that cultivators, according to Nawabee custom, were mere tenants-at-will, and never acquired any rights whatever. Upon this Chotey, cultivator, acknowledged that he could give no proof that the right claimed by him was a recognized Nawabee custom; and on its being shown that neither he nor any of his family had ever held the same fields at the same rent for five years consecutively, he allowed that he had no right whatever, and only sued as he had been a long time resident in the village.

On reference to the old village papers, I found that in 1250 Fuslee only one field of those claimed by him, and which he stated he had held uninterruptedly since Nawab Saadut Ali Khan's time, was in possession; that in 1254 Fuslee only two, and in 1259 Fuslee only two, and one of these different to the one held in 1254 Fuslee, and totally distinct from that one held in 1250 Fuslee. Again, in all three years extent of holding was different: in 1250 Fuslee, 9 beegahs  $1\frac{3}{4}$  biswas; in 1254 Fuslee, 14 beegahs  $\frac{3}{4}$  biswas; and in 1259 Fuslee 8 beegahs  $2\frac{1}{2}$  biswas.

Ununt, his relation, has been equally unfortunate with himself, as also Utbut, another relation. In the Nawabee their holdings were one; only separated in 1268 Fuslee.

So much for length of occupancy, which is easily asserted, but in this district at least very difficult to prove.

Regarding the existence of the right of occupancy, I examined Mootee Lall, the Mokuddum, and Sheik Ameer Ali, who in the Nawabee had held office as zillahdar in this village, and also in other parts of the country: they both declared that such a right was unknown in the Nawabee. Had such a right been in existence, I am of opinion Ameer Ali must have known of it. The zillahdars were employed as managers of estates held under direct management by the chukladars, and any tenant rights must have come before them. He certainly owns a village, but as there is not a single cultivator in it with an older holding than annexation, it having been entirely waste for a year or two previous to our rule, he need have had no fear of anything he stated in this case affecting him. He is a very respectable man, and had there been any custom of the kind, I feel sure he would have spoken out.

In this case claimants have not a shadow of right, their asserted continuous holding proving incorrect. I reject their claim to be recorded as cultivators with rights of occupancy.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Camp Meangunj, the 5th December 1864.*

*Asseewun Khass, Turruf Puchum.*

*Held in Putteedaree tenure by Sanaoolla Madar Buksh.*

BHOWANEE, son of CHEDUNA, 20 years, Gumel, of Asseewun Khass, Turruf Puchum.

My father died five or six years ago. I hold four fields, 4 beegahs 2 biswas, and pay Rupees 22-8 rent; this is all the khalsa land I hold. My father held fields Nos. 368 and 366 for last 20 years; Nos. 322 and 367 have only been held by me for last five or six years. All the old holding had been given up. Rent had been increased above what we could pay, and when our property had all been sold, we gave the land up. The zemindars always had right of ousting us from our holdings, whether we had held a long time or a short time; could also raise rent whenever they chose. I don't know how much my father paid in the Nawabee, but I believe it was Rupees 19 for the two old fields. After annexation the zemindar reduced rent to Rupees 13; we could not continue holding at the rate we had paid, and the

the zemindars reduced it. I would not complain if ousted from these old fields: the zemindars can do what they please with the land. I know of no cultivator who could not have been ousted by the zemindars, but I am young, so don't know much. I have no pukka well.

FUQUEREE, son of BHAGWUT, 50 years, Gumel, of Turruf Puchum.

My family came into this village 100 years ago or more. I hold 7 beegahs 16 biswas, and pay Rupees 31-11. Only one field has been held by me any length of time, viz., No. 320; the rest I took in 1262 or 1263 Fuslee, and since then all my old holding was lost. When Budreenath, the chukladar, put on such a heavy rent that I could not pay it, he kept me in prison three years, and of course I lost all my land, except the one field. When I again took to cultivating, I got other land. While I was in prison my son held this field. We had no bullocks with which to plough any extent of land; he worked this one by hand; there are only 13 biswas of land in it. We have held this field 20 or 25 years at least. The zemindars had the right to oust or maintain a cultivator in possession of his field; they might oust me from No. 320 if they pleased; they always had this right. I never saw or heard of a cultivator who could not have been ousted, whether he had held 10 years or several generations. The zemindar did not willingly oust a cultivator who paid full rent readily; it was not for their interests to do so. If changes took place without cause, a cultivator was apt to leave the village, and this was a loss to the zemindar. I never had a pukka well.

KALI KHAN, son of GHAZEE KHAN, 40 years, Pathan, of Turruf Puchum.

My family have been about 50 years in village. My father came from Nanamow and settled here, when he married a girl of the village. I hold 16 beegahs 5 biswas, and pay Rupees 45 rent. I have only one old field, No. 1232; all the rest are new. I have held this one 20 years or so. We lost our old holding in the Nawabee. When we were sold up we gave up land; then got other fields; and thus holdings were always changing. Sometimes we were made forcibly to cultivate land. The zemindar did not do this so much as the Government officials when the village was cutcha: they, having no interest in this village, did whatever they pleased. This field we could work without bullocks, and thus we managed to keep it; we paid Rupees 5 rent. After annexation, when the zemindar wished to increase rent, we threatened to complain, as we had held it for many years, and they then left it alone. If I was ousted, I would complain, as I don't think I ought to be ousted from my old holding. I acknowledge that the zemindar always had the right to oust me; and if I did not pay everything they demanded, I would have nothing to complain of; no cultivator ever had any right over the land in opposition to zemindars, who always had the right to do what they pleased with the land; only since annexation have cultivators thought of complaining when ousted. I am connected with Daleel Putteedar. I don't pay less than other cultivators, that is, they may be a little light upon me in consequence of my relationship with them, but nothing to speak of. I have no pukka well. I have made a cutcha well; have to do so every year. Sometimes received a putta, sometimes did not do so. Never put a plough into the ground until I had asked the zemindar's permission. I never cultivated by force.

KASHEERAM, son of OODEY, 60 years, Gumel, of Turruf Puchum.

My family have been for last three generations in this village. I hold 3 beegahs 18 biswas, and pay Rupees 20. I have held No. 561 for about 20 years; the others for last 10 or so. My former holding was lost in the Nawabee. In Budreenath's time I absconded; of course, lost all my holding: stayed away two years; on my return received other land, and after two years, on my asking Sanaoolla for this field, No. 561, he gave it back to me. I did not ask for it; I was made to take it. The land was not fully cultivated; indeed, a great deal of it was lying fallow; I was therefore made to take more land than I wanted. I have no pukka well. I would not sue if ousted from my holding: the zemindars are owners of the land, and may do what they please.

MUNOWUR SHAH, son of IMAM BUKSH SHAH, 60 years, Fukeer, of Turruf Puchum.

My family have been many generations in this village. I hold 4 beegahs 5 biswas of land, and pay Rupees 12 rent. This is fully what the land is worth. I have held the No. 1564 field for very many years; my father

father before me cultivated it. No. 1565, which was formerly part of No. 1564, has been held by me the same length of time. I paid for the two fields in the Nawabee Rupees 2; gradually rent was increased up to Rupees 7, which I now pay. The land is not good; much the reverse. When the zemindars held kuboolyut of the village, they had the right of doing what they pleased with the land; when they lost kuboolyut, who then would attend to them? If I was ousted from my old fields, I would complain, as I have held for very many years. The zemindars have right of demanding any rent they pleased, but they could not oust me; had they done so, I would have complained. I always asked their permission to cultivate at the commencement of agricultural year.

SANAOOLLA, son of AWUZ MAHOMMED, 64 years, Sheik, of Turruf Puchum.

I am the lumberdar, or at least one of them. Munowur Shah has certainly held Nos. 1564-65 fields for very many years; his father held them before him.

Lumberdar. I always exercised the right of increasing the rent, and could have ousted him had I chosen to do so. We always had this right; changed fields, turned cultivator out, and increased the rent.

MADAR BUKSH, son of BADOLLA, 32 years, Sheik, of Turruf Puchum.

Lumberdar. I am one of the lumberdars. My statement is in every respect same as Sanaoolla's.

MUNOWUR SHAH re-examined.

*Questioned by Court.*—You have heard what the lumberdars say; can you give any proof that they had not the power to oust you when they pleased?  
Cultivator V. re-examined.

*Answer.*—I allow they had the right of ousting me when they held kuboolyut, not when village was cutcha. I would have complained in the hopes of being maintained in possession by the chukladar. I could not have pleaded any custom of the village; I could only have pleaded my own case, and what I considered the hardship of it, being ready to pay any rent demanded of me.

IFTAKAR MAHOMMED, son of NISSAR MAHOMMED, 39 years, Sheik, of Turruf Puchum.

I do not hold land in this village; is a pure cultivator. I hold 48 beegahs 9 biswas in this way: It was formerly held by us rent-free from Government; the maafee holding was confiscated by Saadut Ali Khan, but the land was left in our possession at a light rent. We paid Rupees 32-8-6 rent: this has never been increased. We let it out to cultivators; formerly cultivated a little of it ourselves; now it is all let out to cultivators. The zemindars, in consequence of its being in fact our land, had no right over it, nor was rent ever increased, even when village was held cutcha. I was formerly canoongoe, that is Himayut Ali was, to whom this land belonged; I am his heir. This land was not included in our canoongoey seer. Azim Ali's ayma has continued, also Ghazee-ooddeen's, but he is attached to the canoongoes; he was their gomashta. I don't know any other aymadar beside ourselves who has managed to preserve his holding. There were no tenant rights of any sort or description in the Nawabee. The zemindar always had the power of doing what he pleased with his cultivators; of course, I allude to pure cultivators, not those who acquired rights by purchase, or who formerly, owning the land, were made to pay rent, or like myself, who have continued holding at a light rent the land originally given to us rent-free by Government.

SANAOOLLA, son of AWUZ MAHOMMED, re-examined.

The land claimed by Iftakar Mahommed is not ayma land; it is khalsa land, given originally by us in return for plaintiff's family acting as our security to the chukladar. Badoolla, Khynoo, and Buksh gave this land to Himayut Ali, instead of Rupees 50 cash huq malzaminee, about the time of Budreenath; may be a year or two previously, but it was about that time.

IFTAKAR MAHOMMED, re-examined.

I claim this as chukladar, not as a cultivator, the land being really mine; it is not khalsa land at all.

*Order.*—This claim of Iftakar Mahommed must form the subject of a separate suit, as the ownership of the land, and not the mere right of occupancy at fixed rates, is concerned;

cerned: for such a claim provision has been made, and it will be taken up in due course.

BUKTAWUR, son of PERTAB, 43 years, Kyeth, of Baree Thannah.

I have been putwaree since 1264 Fuslee; did not hold office in the Nawabee. I assisted my brother, who was putwaree of Baree Thannah. I never saw a cultivator who could not have been ousted by the zemindars, had they chosen to exercise such right, or whose rent could not have been increased. I don't at this moment remember any cultivator whose family has built a pucka well; it is not the custom for them to do so in this part of the country.

*Order.*—Cheytram to be summoned, also any persons who may have been in the Native service, and are not landholders.

CHEYTRAM, son of AHDNATH, 49 years, Brahmin, of Turruf Lokmun.

I don't know how many generations my family have resided in the village, but a very great number. I hold 17 beegahs 11 biswas of land, and pay Rupees 7-12 rent. My family have held this for last three generations. My grandfather received this land, which is a small chuck by itself, from, I believe, a chukladar, but I don't know name of chukladar. The land lay waste when my grandfather took it; he increased amount of cultivated land by breaking up some of the waste lands and oosur lying intermingled with the fields. Rent has never been increased. The rent I pay is very nearly fair amount. The land is not irrigated; a well cannot be made; even a pucka well would not stand. In Budreenath's time the zemindar wished to increase rent; I complained to Budreenath; and after he had seen the land, he would not allow the rent to be increased. I am a mahajun; the zemindars are in my debt. We have had dealings for very many years; their ancestors borrowed from mine. I have always managed to hold possession. The zemindars have never wished to oust me, only to increase my rent, which, as I said before, I resisted. My grandfather made the fields. They were certainly there before he took the land, but he increased the cultivation; I cannot say how much. I wish to continue holding as I have continued to hold. Sometimes received puttass, sometimes did not. I may have some. Never asked permission of zemindar before cultivating the land.

SANAOOLLA re-examined.

We always had the right of ousting Cheytram had we chosen to do so, but he was our mahajun. We were in his debt, and he was always ready to assist us in our straits; consequently, we never interfered with him, and always left the land light.

MADAR BUKSH re-examined.

My statement is in every respect the same.

CHEYTRAM re-examined.

I have heard what the zemindar has said. The custom I acknowledge to be that zemindars did what they pleased with their cultivators; turned them out, or maintained them in possession; and had I not been ready to assist them with money, I don't believe I should have continued holding at the rent now paid. I consider that my holding is an exception to the custom, and had I not had a hold over the zemindars, I should not have held.

*Asseewun Khass, Turruf Lokmun, Zemindaree; Saheb Lall, Lumberdar.*

MUNOA, son of JEONAKHAN, 30 years, Kachee, of Turruf Lokmun.

I have resided in this village for many years, three generations at least. I hold 1 beegah 11 biswas, and pay Rupees 21-7-9. I have held these fields for last 15 or 16 years. My old holding was lost in Budreenath's time, when we were plundered, and had to give the land up. I have a pucka well built by my grandfather, Bhagirat; I irrigate this land from it. When I have done, I let others irrigate; sometimes ask me, sometimes ask the lumberdar. My grandfather held some

5 or 6 beegahs of land ; gradually gave the land up. My grandfather may have held these fields ; I don't remember. Zemindar always had right of ousting us. Before manuring my fields I always asked the lumberdar whether I was to cultivate or no. Had he forbidden me, what could I do ? I could not have forcibly cultivated field against his will. I don't know how much the pukka well cost. If I lost the land near the well, any one might irrigate from it who chose.

GYADEEN, son of POORUN, 40 years, Brahmin, of Nyabustee.

I hold 27 beegahs  $11\frac{1}{2}$  biswas, and pay Rupees 61-8 rent. The land belongs to Turruf Lokmun, but lies khetbut with the lands of Nyabustee. My uncle formerly held this land ; he received it from Jewun Ram and Moonoo Ram, Chowdrys, in Jawed Ali's time. The second time he came as chukladar. In the Nawabee always paid this rent. No one beside ourselves ever would take the land, because it was on the boundary, and people were afraid of dacoits. I was never ousted, that is all I know. How should I know what is the custom regarding tenant right ? I claim to be maintained in possession, and not to pay a higher rent than I now pay. I claim this as I have held the fields for a very long time ; I said 30 years or so, but my father and grandfather may have held before that. When I mentioned Jawed Ali's name, I meant since I can remember. I cannot mention any custom which should prevent my being ousted, but I never was so. I never received any putta : I never asked permission before cultivating this land. If the zemindar absconded, we still had to pay rent, and my uncle was seized on this account by Gunga Pershad, Tehsildar.

SAHIB LALL, son of JEWUNRAM, 48 years, Brahmin, of Asseewun Khass, Turruf Lokmun.

The plaintiff has really held the land since 1266 Fuslee. Bustee, his uncle, held 11 beegahs 16 biswas, at a rental of Rupees 27-8-6. He gave it up, or rather I took it from him, as there was a row between him and Kashee Tewarry, my relation. This was about 15 or 20 years ago. I then gave the land to Shewa and Gurwagumeen ; they held two or three years ; then Bustee again prayed for the land, and I gave it back to him. In 1266 Fuslee Bustee gave up the land, and plaintiff took it, together with holding of Sheoka, Chumar, 9 beegahs  $7\frac{1}{2}$  biswas, rental Rupees 17-12. On both holdings plaintiff gave an increase of Rupees 5-12 ; he also held two fields out of my seer, paying Rupees 11-8 for them : this makes up the Rupees 61-8. Gyadeen never resided in the village in the Nawabee. In 1268 Fuslee I took four fields away from plaintiff, giving them to Nugooa, Mukooa, Kimuna. Now plaintiff has only 13 beegahs 12 biswas, at a rental of Rupees 26, and the seer fields Rupees 11-8, total Rupees 37-8. I always had the right of ousting cultivators whenever I pleased. Plaintiff is only a paikasht, who can have no right.

GYADEEN re-examined.

I gave up fields to the cultivators at Sahib Lall's request, who told me that the cultivators were to be mine ; but he has always collected the rent himself. He has, however, always allowed me the few Rupees in excess which I added to their rent. They hold 6 beegahs 10 biswas ; rent Rupees 15 : that is what I paid ; but I added to their rent, making it up to Rupees 24. I cannot say whether Bustee ever lost possession, because I was away in service for many years in the Nawabee. I acknowledge that in 1266 Fuslee we took the holding of Sheoka, Chumar, in addition to our old holding. Formerly we had not held Sheoka's land, 9 beegahs  $7\frac{1}{2}$  biswas ; also the two fields in his seer, 2 beegahs 7 biswas ; our holding is consequently reduced : the account can be made up. The fields now held by Mukooa is out of the old holding of Bustee. I have no well. I believe Bustee's original holding amounted to 11 beegahs 16 biswas. I claim, however, to be maintained in possession of all, whether old holding or new. Where am I to go if the land is taken away from me ? I call to prove my right to hold Muthra, Brahmin, and Mohun Lall.

MUTHRA, son of MAKUN, 40 years, Brahmin, of Nyabustee.

I am not connected with Gyadeen ; he is a Patuk, and I am a Sookul. When zemindars held the kuboolyut of their village, they did what they pleased with the land ; they could oust a cultivator at pleasure. I know of no cultivator whom they could not oust. The zemindars of Turruf Lokmun could have ousted Bustee any day they pleased. Of course, if a cultivator had held for very many years, a zemindar would show him consideration, but the right of ejectment always remained. I know of no cultivator who could not have been ousted.

GYADEEN

GYADEEN re-examined.

I have no questions to ask.

MOHUN LALL, son of MOOKTA, 40 years, Brahmin, of Nyabustee.

I am a Misr, not connected with Gyadeen. Zemindar always had the right of ousting any cultivator he pleased. No cultivator could put a plough into the ground without permission of zemindar. Gyadeen, who was a komadan, has now lost his service in the Nawabee. No one cared about the land; now land is not to be got any how, and he wishes to retain the land he now holds as a means of livelihood. What is he to do, or where to go, if he loses the land he now holds? Bustee held this land; I don't know how much. He was a paikash, not a Chupperbund. How should I know whether Bustee ever asked permission before cultivating the land? Gyadeen and Sheodyal, his brother, were in service in the regiment at Futteyjung. I again state that in the Nawabee the zemindar did what he pleased with the land, and no one could hold it if he wished to turn him out.

GYADEEN re-examined.

I have nothing to ask Mohun Lall, and have nothing further to say. I was a jemadar and stationed in Sultanpore in the Nawabee.

BUKTAWUR, son of PERTAB, 43 years, Kyeth, of Baree Thannah.

I have held office since 1261 Fuslee; from that time up to 1265 Fuslee, when he gave it up, he held the land as stated by Sahib Lall. I don't know when Shewa and Girba held this land; it was before my time. Puttas were very seldom given in the Nawabee, but in Asar the cultivators asked permission of zemindar to cultivate, and on receiving permission put plough into the ground. Until they had asked nothing was done. I know of no old cultivator who ever claimed or enjoyed a right of holding in opposition to the wishes of the zemindars. Nugooa, Mukooa, and Kimana received puttas from the lumberdar.

SAHIB LALL re-examined.

Ask Shewa if I did not give him Bustee's land. I don't remember year, nor do I know whether I have any papers, but I will search.

*Order.*—Shewa, Nugooa, Mukooa, and Chidunna to be sent for, and Sahib Lall to produce his papers, if possible.

*Camp Meangunj, the 6th December 1864.*

SHEWA, son of BEEREE, 50 years, Gurureea, of Turruf Lokmun.

About 14 years ago I held some of the land belonging to Sahib Lall, which is lying khetbut with the Nyabustee land. I held the following fields:—No. 2147, Seoraha, 3 beegahs; No. 2146, Hurchutteo, 1 beegah 15 biswas. I heard that Bustee, Brahmin, had held before me. I cultivated for a year or so, and not making anything out of the land, I gave it up. I have resided in Sahib Lall's khera about 30 years. Moonoo Lall, his brother, brought me into the village. I have held the land I now hold, 8 beegahs, some years. I took them when I gave up the two above-mentioned fields. I don't know how long Bustee had held them. I don't know why Bustee lost the fields; I only know I received them from Moonoo Lall.

CHIDUNNA, son of PERSHADEE, 60 years, Chumar, of Chowdry Khera.

I formerly held two fields,\* Turaie, 4 beegahs 6 biswas. Sahib Lall gave them to me.

			B.	B.	I held for two years, and then gave them to some one else.
*No. 4043	-	-	1	19	When I received them they were in Gyadeen's holding. I
" 4049	-	-	1	9	received them from the lumberdar. I never had any words
" 4074	-	-	0	11	with Gyadeen about them. I only recognized the lumber-
" 4078	-	-	0	3	dar to whom I paid my rent. I never received any putta.
" 4096	-	-	0	4	
Total	-	-	4	6	I paid Rupees 11 for the two fields.



MUKOOA, son of TOOLLA, 20 years, Gurureea, of Chowdry Khera.

I hold one field, 1 beegah ; pay Rupees 3-8. I have held it three years ; it was given to me by Sahib Lall. Did not receive any putta ; my agreement with him was a verbal one. Nungooa, Gurureea, held field before I took it. I know nothing of Gyadeen ; never told the field was his.

GYADEEN re-examined.

I wish to remark that I gave field to Nungooa.

NUNGOOA, son of OODET, 30 years, of Gurureea, of Chowdry Khera.

I hold one field, 2½ beegahs ; pay Rupees 9-8 rent ; received it four years ago from Sahib Lall, Chowdry. Gyadeen held it before I received it ; he cultivated it with his own plough. I complained to lumberdar that I had no land ; and as I was residing in his khera, he took field away from Gyadeen and gave it to me. I never made any arrangements with Gyadeen about this field ; I did so with lumberdar. Up to this year my agreement with Sahib Lall has been a verbal one ; this year I received a putta.

GYADEEN re-examined.

I present my puttass, only one for 1267 Fuslee ; since then I have not received one.

SAHIB LALL re-examined.

The putta appears correct.

Read putta. Rent of the fields now held by these cultivators amounted to Rupees 16-6, and yet it would appear from Sahib Lall's statement that Rupees 24-1, the actual rent paid by these cultivators, has been allowed Gyadeen, and that he pays about Rupees 8 less for his holding than he did before the fields were taken away from him.

SAHIB LALL re-examined.

When the settlement papers were being prepared, the putwaree or Gyadeen, or both, entered the latter's rent at Rupees 37 ; that is, less the amount of the full rent paid by the cultivators. They did not merely reduce Gyadeen's rent by the amount he paid for the fields, but included in that reduction the increase I had made upon the fields let to the cultivators ; but the putwaree will best be able to explain how this was done. I only collected rents when papers were prepared by him ; I always collected rents yearly ; Gyadeen has paid yearly. Since he lost the fields, he has paid Rupees 37-8. I did not know of the mistake the putwaree had made until I began to look into my accounts, which I only obtained time to do in 1271 Fuslee, the settlement cases having taken up so much of my time. The Benaika putwaree reduced my rents of that village Rupees 95, and this I never found time to discover until I was left at liberty to attend to my own affairs. In Tajpore there was another mistake of Rupees 5, and Leena paid the two years' rent last year.

BUKHTAWUR, Putwaree, re-examined.

I trusted to what Gyadeen swore to me on the Ganges water being correct. I had very little time to prepare my papers, and did not think he would deceive me ; and he stated that he paid Rupees 37-8, which was recorded. There was a mistake in the amount collected from Deena ; that was all. In the khutconee the lands are entered according to holding.

GYADEEN re-examined.

Sahib Lall gave me this willingly ; has done so for last four years, and even yesterday stated that my rent was only Rupees 26 for my holding.

SAHIB LALL re-examined.

I stated yesterday what the putwaree told me, and only found out the mistake when I came to make out the account myself.

GYADEEN re-examined.

When Sahib Lall wanted to give the fields to these cultivators, he told me he would always allow me the profits receivable from the fields. This was not put on paper, only verbal arrangement, nothing more.

ZOOLFICAR, son of GUHOOR ALI, 45 years, Syud, of Asseewun.

In the Nawabee I held office as zillahdar in various parts of the district. I am not a zemindar. I never met with a cultivator who ever had any right in his holding. A zemindar when he held village pootre, or a zillahdar when it was cutcha, always had the right of ousting a cultivator whenever he pleased. No cultivator, whether he had held 30 years or 30 generations, ever acquired the smallest right of cultivating to the last; a zemindar had the right of ousting him whenever he chose to do so. Nor did a cultivator acquire the smallest right by building a pucka well; he might have been turned out of the land for which he had built the well the next year. No complaint of increase of rent or ouster was ever listened to. The zemindar would at once plead that, unless allowed to manage his village as he pleased, he could not pay the rent demanded of him by the chukladar, and this would have been sufficient. The relations of zemindars not owning shares in the village, as, for instance, a wife's brother or cousin, was only allowed to hold land at easy rentals during good behaviour or pleasure. Such a cultivator never acquired any more right of cultivating than a pure assamee did; he had no right of occupancy. A claim such as Gyadeen has made, that in consequence of his holding for a long time he should not be ousted or rent increased, would not have been listened to for a moment in the Nawabec. I never heard of such a one being brought forward, and I am sure it would not have been listened to.

GYADEEN re-examined.

I have nothing to ask this man; I can only say I would have complained.

MEER SHUJAAT ALI, son of MAYUT-OOL-LAH, 90 years, Syud, of Asseewun.

In the Nawabee I held office in various parts of Oude as tehsildar and zillahdar, Meangunj, Hurha, Oonao, Sandee, Sandeela, &c. I never met with any tenant rights anywhere I have been. The zemindar always had the right of doing what he pleased with his land; could turn a cultivator out, or maintain him in possession. I have seen cultivators plead that they had held fields for many years, and should not be ousted; but they were never listened to, as their right was never acknowledged, nor was it the custom to allow such a right. I cannot now give instances. I have forgotten circumstances beyond the fact of such claims having been preferred. The building a pucka well never gave a cultivator any right to occupancy of the land for which it was built. He had right of irrigating his land first, after which he could not prevent neighbouring cultivators irrigating their land. Sometimes puttass were given to cultivators, sometimes not. Without permission of zemindar or zillahdar, no cultivator could put a plough into the ground.

GYADEEN re-examined.

What do these Asseewun men know about pucka wells? There are, in the first place, very few in the village, and none of the residents will tell the truth. In Russoolabad, Makhi, and Koormee, pucka wells will be found.

SAHIB LALL re-examined.

I present the jumabundee of 1257 Fuslee, in which Bustee's fields are recorded, and in which his rent has been increased to Rupees 1-9-6; and in the 1246 Fuslee Wasilbakee Bustee's name does not appear. This was in Jawed Ali's first chukladarship; his second was in 1250 Fuslee. I have no other papers to produce; I searched all last night, and could not find any others.

GYADEEN re-examined.

I can say nothing about the old Wasilbakee of 1246 Fuslee. I only remember as far back as Jawed Ali's second chukladarship, and beyond that I cannot say, and I know nothing about the increase in 1257 Fuslee. I entered the service 19 years previous to annexation; never cultivated all that time. Mahommed Ali Shah was on the throne. I was always away either at Lucknow or Sultanpore, and therefore only remember from the time stated. I was 16 years old when I first went into service. I have heard the names of the cultivators in 1246 Fuslee read out. Oojagur Patuk was my first cousin, and held some of the fields. Very odd that Bustee's name should not be down.

Order.—Papers to be filed with case.

*Camp Asseewun, the 3rd November 1864.*

*Order.*—The statements of Munowur Shah and Cheytram regarding length of occupancy had better be tested by examination of village papers. Sudder Moonserim can do this, taking their attestation to correctness of list forwarded.

*Camp Oonao, the 2nd March 1865.*

Read proceedings of Sudder Moonserim; papers filed by parties; possession as follows:—

CHEYTRAM, Misr.

Fuslee.				B.	B.		RS.	A.	P.
In 1228	-	-	-	6	0	Rental	5	12	6
„ 1229	-	-	-	6	0	do.	5	0	0
„ 1230	-	-	-	9	15	do.	9	6	0
„ 1246	-	-	-	10	15	do.	8	6	0
„ 1264	-	-	-	12	0	do.	10	10	0

MUNOWUR SHAH, Cultivator V.

Fuslee.				B.	B.		RS.	A.	P.
In 1228	-	-	-	2	10	Rental	2	8	0
„ 1264	-	-	-	2	10	do.	4	8	0
„ 1265	-	-	-	2	10	do.	4	8	0
„ 1266	-	-	-	2	10	do.	4	8	0
„ 1267	-	-	-	4	0	do.	8	8	0

Examined papers lately obtained.

In 1244	-	-	-	-	1	15	Rental	7	0	0
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No mention of Cheytram.

*Judgment.*—In this investigation two mēhals of Asseewun Khass are included, namely, Turruf Puchum, held by Mahommedans, and Turruf Lokmun, held by Brahmins, the Canoongoes. In Turruf Puchum only Cheytram, Misr, made any claim; and he afterwards admitted that his continuous holding only arose from his being the zemindar's mahajun, and always having them in his books; and allowed with every one else that, according to custom, no cultivator ever acquired right of occupancy in opposition to will of landlord, but that the latter always had the right of disposing of his land in any way he pleased.

In Turruf Lokmun Gyadeen, Brahmin, claimed to be recorded as having right of occupancy in 27 beegahs 11½ biswas, at a fixed rental of Rupees 61-8, on plea of length of occupancy. He could, however, give no proof of any village or pergunnah custom in support of his claim; and his witnesses, Brahmins like himself, declared that right of occupancy in the Nawabee was unknown, and that landlords did whatever they pleased with their cultivators and land. Further, it was proved that out of this land only 11 beegahs 16 biswas were held by cultivator's family in the Nawabee, all the rest having been acquired since annexation. It would further appear that the holding was not continuous, and not of very old date, as there is no mention of Gyadeen's uncle, Bustee, in the 1246 Fuslee Wasilbakee. Under these circumstances, I cannot see that Gyadeen has at all made out a case. Indeed, the failure of a man like plaintiff in proving anything goes a long way to confirm my opinion that cultivators never acquired rights of occupancy. Meer Shujaat Ali, an old servant of the Native Government, also Zoolficar Ali, another, neither of whom is personally interested in the question, state that they never heard of such rights, or come across them. And as their duty was to manage villages when under kham management, they had every opportunity of learning what rights were and were not recognized.

As I am unable to find any trace of rights of occupancy in this village, case consigned to record chamber.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Camp Meangunj, the 5th December 1864.*

*Mouzah Sidhnath, Tenure Zemindaree, Beharee Pem, Lumberdar.*

SHEOCHURN, son of CHEDA, 45 years, Brahmin, of Sidhnath.

Cultivator I.			B.	B.
*No.	268	-	-	0 1
"	2926	-	-	1 4
"	3132	-	-	1 16
"	3155	-	-	1 9
"	3167	-	-	1 0
"	3212	-	-	1 15
"	3113	-	-	1 11
"	3954	-	-	1 2
Total			-	9 18

I have been in this village for about 40 years; I was quite a child when my mother came to the village; she had relations here, but not connected with the zemindars. I hold 9 beegahs 18 biswas,\* and pay Rupees 16-15. I have only held this land since annexation. In the Nawabee I did not hold any land. I have no well. I have no claim to this land.

MUNNA, son of PURMEE, 60 years, Gossain, of Sidhnath.

My family have been seven generations or so in this village. I now hold 9 beegahs

Cultivator II.			B.	B.
*No.	2675	-	-	0 19
"	2659	-	-	1 2
"	2669	-	-	0 18
"	2879	-	-	0 2
"	2871	-	-	1 0
Out of "	2874	-	-	0 1
"	2877	-	-	1 18
"	2992	-	-	0 5
"	2993	-	-	0 10
"	3002	-	-	0 12
"	3036	-	-	1 3
"	3247	-	-	1 14
Total			-	9 14

14 biswas,\* and pay Rupees 26-8. I have only held this land since annexation, that is, some of the fields are old. I recovered them on my return. I absconded when the Moulvie was chukladar; I was away about a year. I held the fields I now hold many years before I absconded; I cannot say how many years. I also held other land which has passed out of my hands. When I absconded Pem Sing brought me back. Zemindars had always right to change fields or oust cultivator. I would not have sued in the Nawabee; there would have been no use in doing so; now I might sue in hopes of keeping the land. I could not plead any old custom, for in the Nawabee the zemindars did what they pleased. I have no well. There was no cultivator in our village who could not

have been ousted.

GUJADHUR, son of MADAREE, 20 years, Brahmin, of Sidhnath.

I claim to be maintained in possession of my holding. I am one of the zemindars. I have no claim to be recorded as a mouroosee cultivator. I claim a share in the village. Have been ousted since annexation.

I don't know any cultivator who could not have been ousted by the zemindar.

LULLOOA, son of NAIN, 50 years, Chumar, of Sidhnath.

My family have been in this village for many generations; sometimes absconded, and

Cultivator III.			B.	B.
*No.	2922	-	-	0 7
"	2924	-	-	0 4
"	3016	-	-	1 7
Total			-	2 18

after some time returned. I hold 2 beegahs 18 biswas,\* and pay Rupees 4-8. I obtained them two years before annexation, that is, before they had been held by Sidhunnooa, Chumar, not related to me. He absconded, and when I returned to village I obtained them. I did not hold khalsa land before I absconded; I held some of the zemindar's seer as a shikmee cultivator. Zemindars always had right of ousting or maintaining a cultivator in possession of his holding. I know of no cultivator who could not have been ousted.

MUKKA, son of BIKAREE, 50 years, Naee, of Sidhnath.

My family have been in village for very many years; I hold 10 beegahs 19 biswas\* of land, and pay Rupees 21-6-9. I was made to take 3 beegahs

Cultivator IV.			B.	B.
*No.	2617	-	-	1 7
"	2620	-	-	0 2
"	2878	-	-	0 3
"	2913	-	-	1 9
"	3031	-	-	3 17
"	3264	-	-	1 6
"	3281	-	-	2 15
Total			-	10 19

19 biswas, Nos. 3031, 2620, in Budreenath's time; the rest I was made to cultivate in the Moulvie's time. My old holding I had lost some time before. I did not want to cultivate, but was made to do so. The zemindars certainly had the right in the Nawabee of doing what they pleased; but so long as a cultivator paid up what was demanded, he was never ousted; on the contrary, other land was forced upon him. I know of no cultivator who could not have been ousted whenever the zemindar chose turn him out. Sometimes received puttass, sometimes did not do so. No plough was ever put into the ground until the zemindar's permission had first been asked.

BEHAREE LALL, son of MAHA SING, 56 years, Brahmin, Sidhnath.

We belong to the family of the Chowdrys; are also zemindars. There are no older cultivators than those whose depositions have been recorded. I don't know of a single cultivator who could not have been ousted had the zemindars chosen to do so. It was not the custom to allow a cultivator the smallest rights.

MUKKA re-examined.

I don't know of a single old cultivator in this village. It was oppressed in Budreenath's time. The zemindar was imprisoned for some four or five years, and all the cultivators absconded to escape the oppression of the Government officials.

Cultivator IV.

SAHIB LALL, son of JEWUNRAM, 48 years, Brahmin, of Asseewun Khass.

I was in Budreenath's service as zillahdar for 4½ years; my brother was also canoongoe. I held the zillahdarship from 1256 to 1260½ Fuslee. I held a considerable ilaka, a great part of Asseewun Pergunnah, and some villages in Suffeepore. I never heard or saw of a single cultivator who ever had or claimed the smallest right in the land he cultivated. The zemindars always had the power of turning any one out of his holding they pleased. The fact of building a pukka well never gave a cultivator the right of continuing to hold the land for which it was built; all the right he had was to water his field first, and call the well by his name. I never heard of any claim to land having been preferred on this account, nor the fact having been urged as a reason for continuing to hold land against the wishes of the zemindar. I now hold five villages as zemindar, and formerly held many others in farm, and managed again others as zillahdar. I have had every opportunity of learning the custom of this part of the district, and it is as above stated.

*Camp Utturdharee, the 4th January 1865.*

*Judgment.*—On being encamped near this village I sent for all the old residents. I have recorded the depositions of four of them; there were no others whose length of residence made it worth while doing so; the reason for the absence of old cultivators being, as explained by Mukka, No. IV., that in the time of Budreenath, chukladar, their zemindar was imprisoned, and the residents so oppressed that they all absconded and went elsewhere to escape the exactions of the Government officials. They all allow that their holdings are of recent date; that in the Nawabee the zemindar always had full authority to turn a man out, or increase his rent. Munna, Gossain, No. II., states he would complain if ousted from his holding, but confesses that he could not plead any custom by which he would be entitled to keep his land; but, on the contrary, allows, with the others, that the zemindars always had full authority to do what they pleased. This evidence is good, for we may be quite sure that, if such a custom was known or recognized, a cultivator who in open Court stated he would fight his landlord for his holding would at once have stated so, and given proof of it. The statement of these cultivators was attested by the putwaree and by Sahib Lall, the canoongoe, who in the Nawabee had acted for some years as zillahdar under the chukladar, Budreenath, who held nearly the whole of his chukla kham tehsil, and thus had the best opportunity of knowing the custom of the country. It may be urged that, himself being a zemindar, he would not state correct facts. This might hold good regarding his own villages, but he would hardly deliberately lie regarding the custom of Pergunnah Suffeepore, with which he is in no way connected. In this village, therefore, I do not think there is any trace of cultivators with rights of occupancy at either fixed or changeable rates.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

*Camp Russoolabad, the 7th December 1864.*

*Kusba Russoolabad Khass, Pergunnah Asseewun.*

*Russoolabad; Tenure Putteedaree; Lumberdars Hidayut Ali and Sumber Sing.*

PERSHAD, son of MOTEE, don't know age (about 35 years), Kachee, of Russoolabad, Turruf Hidayut Ali.

My father came from Oodsa about 40 or 50 years ago; I was born here. I hold 5 beegahs 8 biswas, and pay Rupees 40 rent. Fields as per margin. We have held

Cultivator I.			
No.		B.	B.
No. 707	-	-	1 0
" 711	-	-	1 3
" 712	-	-	1 4
" 713	-	-	1 1
" 714	-	-	1 0
Total	-	5	8

held these fields ever since I can remember. I don't know what happened in my father's time; he died about six years ago; since then I have held. I believe puttass were given in the Nawabee, but I have none; cannot say exactly, as my father then managed our affairs, and I knew nothing. We have a pukka well; it was formerly a cutcha one. I have now within last two years made it pukka, that is, built it up with bricks; did not use any mortar; cost me Rupees 50. I did not ask permission before doing this. What could I do if the land was taken away from me? I should remain owner of the well, nothing more. In the Nawabee no one would have listened, even had I complained of being ousted. The possession of a pukka well does not give me a better right to my holding than I had before. In the Nawabee zemindars did whatever they pleased. I know of no cultivator who could not have been ousted, nor of any one who could have cultivated his holding without permission of lumberdar. We were made to hold in the Nawabee, and punished if we did not cultivate. I would not complain if ousted.

DIBBUNA, son of KUELEE, 63 years, Kachee, of Russoolabad.

Cultivator II.			
No.		B.	B.
No. 705	-	-	0 18
" 706	-	-	0 15
" 779	-	-	0 18
" 782	-	-	0 18
" 788	-	-	0 19
Total	-	4	8

My family have been several generations in this village. I hold 4 beegahs 8 biswas, and pay Rupees 44 rent. Fields as per margin. I formerly held a much larger holding than I do now, about Rupees 150 worth; as I went down in the world had to give the majority of it up. Munsub Ali once put on such a heavy rent that I had to give all up, and finally absconded. I absconded in the disturbances; did not take land for two years; then I asked for some land from Hidayut Ali, and he gave me these fields. A Brahmin was holding them when I again took them. I was out of possession for about two years. He gave them to me of his own free will; lumberdar might have withheld them had he chosen. In the Nawabee who attended to cultivators? The lumberdars did what they pleased, ousted us, or forced us to take more land, or increased our rent to any amount they pleased. I have no pukka well. I know of no cultivator who could not have been ousted, or whose rent could not have been raised to any amount. There is none in my mohulla, and I never heard of one in any other.

DABEEDEN, son of KOOSHURDEEN, 38 years, Kyeth, of Mata Mudabad.

I have been putwaree of this village since 1258 Fuslee; have now been dismissed; was so only last month. I don't know of a single cultivator who could not have been ousted by the lumberdar in the Nawabee, nor was there any limit to increase of rent. No consideration was ever shown to an old cultivator, who was ousted, and had his rent increased, just the same as a new one. The rent of a field was what could be got for it; not what was paid for similar fields elsewhere. Rates were unknown. There is not a single cultivator whose rent was not increased, except Sheodeen Tewarry, the lumberdars' mahajun, who, being always ready to assist them with money, was allowed to hold his land at the same rates; he held on the same terms as Cheytram of Turruf Puchum, who has been already examined. The building a pukka well never gave any right to the land for which it was made.

HOOBCHUND, son of SUBSOOKRAIE, 51 years, Kyeth, of Russoolabad.

In the Nawabee I was canoongoe's mohurir; the canoongoe was Meer Gholam Hussein, uncle of Hidayut Ali, lumberdar. I never heard of tenant rights in the Nawabee. When village was held by zemindars, they did what they pleased; increased rents to anything they liked; there was no standard nor limit to demand, and unless cultivator chose to pay sum demanded, he was turned out. No attention was paid as to whether cultivator had held a short or long time. There is no cultivator whose rents have not been increased, and whose holding has not changed; even Sheodeen Tewarry's rent has been increased. I can prove this, if necessary, by papers in my possession. Munsub Ali then held the village. The building a pukka well gave no right to cultivator; his rent could be increased, and himself ousted from holding, just the same after it was built as he could before.

SEWA, son of POORUN, 50 years, Kachee, of Russoolabad.

My family have been many generations in this village. I hold 4 beegahs 19 biswas, and pay Rupees 41 rent. Fields as per margin. Have only held these fields since annexation; my old holding was lost when I absconded in the Nawabee. I left village because I could not pay rent demanded of me. I remained away five years. I have not even recovered my former house, much less the land. I had a cutcha well, no pucka one. The fields I now hold were lying waste when I took them on my return. Nos. 572 and 573 were originally held by Dibba, then by Ishree, Kachee; finally I took the field. The old holding which I lost when I absconded had been in my family for several generations. How could I expect to receive my old holding back unless the zemindar had chosen to give it? As I said before, I have not even re-obtained my old house; how could I expect to get my old fields?

RAMZAN KHAN, son of MUDAIE KHAN, 55 years, Pathan, of Russoolabad.

I came to this village about 30 or 32 years ago; I came from Jumalnuggur, Pergunnah Suffeepore. I hold 11 beegahs 17 biswas, and pay Rupees 44-11 rent. Fields as per margin. I have held these fields for last 20 years or so. I took them at different times; those marked \* in the Nawabee; those marked † since annexation. I have no pucka well. Lumberdars always had right of ousting or increasing rent; there was no limit to amount of rent demandable; even after rent had been fixed for the year, there would be found some excuse for increasing the rent when it came to be collected. They did not know what reducing rent meant. No consideration was given to rents prevailing in neighbourhood of field; each field was assessed separately, and if a cultivator built a well his rent was at once increased. I know of no cultivator who could not have been ousted, or whose rent could not have been raised. Even the Mathon Dibba was sometimes ousted, and had rent increased, and no one was so well regarded and thought of by the lumberdars.

MOMRAIZ KHAN, son of ALLA BUKSH KHAN, 30 years, Pathan, of Russoolabad.

My family have been in village for many generations. I hold 5 beegahs 11 biswas, and pay Rupees 26 rent. Fields as per margin. I have held these fields since annexation. I held other lands in the Nawabee. Rents were increased above what I could pay, so I left village and went into service. I was away two years; on return did not again take land until annexation. We lost the fields when I was quite young. My father took service; I did not do so. I remained without any land some 10 years or so; I then asked for some land; I received 16 beegahs of land; last year took away all but the 5 beegahs 11 biswas. I wish to get back the fields I have lost; the land was lying waste, and I have brought the land into order. Had I made such a claim in the Nawabee, I could not have recovered the land unless the lumberdar had been willing to give it back; but then circumstances were different; then no one cared for land; now every field is valuable. I have no well, but this would have made no difference; the lumberdar could not only oust us from our holdings, but turn us out of the village altogether, had he chosen; he had nothing to do but to double the rent, which he had every right to do, and sell the man up. What could the cultivator do? he at once absconded.

SHEODEEN, son of SHEO LALL, 50 years, Brahmin (Tewarry), of Russoolabad.

My family have been four generations in the village. I hold 12 beegahs 19 biswas, and pay Rupees 45 rent. Fields as per margin. I have held these fields for very many years, nor has my rent been increased. When Budreenath was chukladar he wanted to increase my rent. I complained to Maharaj Balkrishen, who ordered that, as I was a Brahmin and had held for a long time, I was not to be interfered with. The Maharajah came to bathe at Puriar or the Ganges; I took the opportunity to complain, and I was listened to. The rent I pay is fully what

Cultivator III.

No.	B.	B.
572	-	0 11
573	-	0 11
581	-	0 17
582	-	0 13
634	-	1 5
709	-	1 2
Total	-	4 19

Cultivator IV.

No.	B.	B.
313*	-	0 17
314†	-	0 18
380†	-	1 3
383*	-	1 14
399*	-	2 14
504*	-	1 5
408†	-	2 9
478†	-	0 4
516†	-	0 13
Total	-	11 17

Cultivator V.

No.	B.	B.
253	-	0 12
254	-	0 3
255	-	0 3
256	-	0 3
257	-	0 13
258	-	0 1
368	-	0 1
369	-	0 1
412	-	2 5
418	-	1 9
Total	-	5 11

Cultivator VI.

No.	B.	B.
17	-	0 6
50	-	1 6
52	-	1 8
53	-	1 7
54	-	2 13
55	-	3 0
59	-	2 19
Total	-	12 19



what the land is worth; it is not lighter than any ordinary cultivator would pay. Munsub Ali never increased rent, nor did Hidayut Ali's uncle; they always protected me and treated me lightly. I cannot say whether the lumberdars had the right to oust cultivators and increase their rents; I only know what has happened to myself. I present Budreenath's putta, issued after the Maharajah's orders had been issued regarding me. I would at once complain if ousted from my holding, or my rent was increased: I would urge that I am an old cultivator, and should not be ousted or pay extra rent. When I went to the Maharajah, I represented that I was a Brahmin; and cannot say whether it was on this account that I was let off, or because I had held a long time. I cannot mention any other old cultivator besides myself in this kusba; there may be some, but I don't know them.

HIDAYUT ALI, son of JAFFIR ALI, 50 years, Syud, of Russoolabad.

Sheodeen has not told the truth. He is our mahajun; and my uncle, Gholam Hussein, to whom he alluded, died Rupees 100 or 50 in his debt. Lumberdar. In the Nawabee whenever we required money we always borrowed from his father or himself. I know that his father held these fields; I don't know about his grandfather. His rent was never increased simply, on this account that we were in his debt, and it was for our interest to keep him in good humour with us. Budreenath and Buksh Ali Khan both increased his rent; he went to the Maharajah in Budreenath's time, but nothing was done for him; at last Budreenath himself, on account of his being a Brahmin, let off the increase. His father had more land than he now holds, but he gave it up himself; he gave up about 8 or 9 beegahs; this was his old land, just as much the land he now holds. We always had the right of ousting plaintiff and his father at any time, or increasing his rental; but, for the reason above stated, we never did so.

SHEODEEN re-examined.

My father certainly lent money to these zemindars, and I believe he used to demand its repayment, but I don't know amount of money lent, nor have I ever asked for it since his death in 1264 Fuslee. I swear to this.

*Question by Court.*—You have heard what the lumberdar says regarding his right to oust or increase your rent; what have you to say, and what proof can you give of your statement that he could not do so?

*Answer.*—All I have to say is, that I never was ousted, and my rent was never increased. I have no proof to offer of my statement. The lumberdars were pleased to be light with me, as they pleased to give away land in maafee and jagheer; this is the truth, and I have nothing further to say. Munsub Ali gave me the land for my old land; my father gave up about 9 beegahs of the holding; we could not continue holding, so gave it up.

HOORCHAND re-examined.

I have the old futhur of 1253 Fuslee. The holding is down in the name of Sheolall Tewarry. He held 13 beegahs 10 biswas good land, rent Rupees 52-12; bhoor land 4 beegahs, rent Rupees 6; increase for year on whole holding, Rupees 14-12; total Rupees 73-8. In 1255 Fuslee, 13 beegahs, 10 biswas, rent Rupees 69-1-6. The bhoor is not entered separately. Of the old holding there are only 9 beegahs 10 biswas, rental Rupees 47-8. New land taken from cultivator as follows:—

	B.	RS.	A.	P.	
Hoolassee, Kochee	1	Rent	5	6	9
Moonooa, ditto	1	Do.	5	8	9
Dhukuna, Tumolee	2	Do.	10	10	0
					Total 4 beegahs, rent Rupees 21-9-6, which added to old holding makes up amount stated.

In 1256 Fuslee, 15 beegahs, rent Rupees 61-12. There is no detail of this land. This is all from my old papers.

SHEODEEN re-examined.

I will produce my puttass of those years; I will run and fetch them.

*Order.*—Sheodeen to produce his papers.

SHEODEEN re-examined.

I have brought my puttass.

Putta granted to Sheodeen Tewarry by	B. B.	RS.	A.	
by Meer Munsub Ali	16	15	Rent	46 12 off Sawun Burar Dusween 1252.
Ditto ditto	16	15	do.	46 12 Sewaie Bhutta Jeyt Suddee Ustween 1253.
Ditto ditto	17	0	do.	46 12 Asar Buddee Farns 1254.
Ditto ditto	14	5	do.	46 12 Sewaie Bhutta Asar Suddee Punchee 1255.
Ditto ditto	14	5	do.	47 12 Sawun Buddee Teej 1256.
Ditto ditto	13	10	do.	46 12 Sewaie Ehent Behree, &c., for 1260.

SHEODEEN re-examined.

When we gave up the land, the rental remained the same; it was not reduced.

HOOBCHAND re-examined.

It was the custom to give the puttass in the entry book of the coming year, and after the khurreef and before the rubbee the papers from which I gave my account were made up; and it will be seldom found that the puttass agree with the amount entered in the puttass; excepting the bhutta gave any amount of latitude for increasing rent. It was the discount taken when the money was paid; no kind of Rupee really passed for 16 annas. The behree was any increase which the chukladar chose to make. The bhcut was the present given to the amlah. In this way no putta was ever really acted upon; an inspection of puttass of other cultivators will prove what I say.

SHEODEEN re-examined.

I know nothing about what Hoobchand has stated; I never paid more than that entered in my putta.

DABEEDEN re-examined.

In 1258 Fuslee Budreenath increased his rent by Rupees 15, and attached his rubbee crop. Sheodeen went to Maharaj Balkrishen; how he managed I don't know, but Budreenath let him off the increase, and released his crops. Since I have held office nothing more was taken from him than that entered in putta. Gunga Sing, the zillahdar, who was a retainer of the Maharajah, always stood his friend, and thus he escaped. Gunga Sing, his brother, Bhowaneeden, was in the Maharajah's service, receiving Rupees 40 per mensem; he had charge of Newulgunj, and was much valued by the Maharajah. It was the custom to take more than the amount entered in the putta. A cultivator seldom escaped an increase for some reason or another. Gunga Sing came as zillahdar in 1258 Fuslee; he died several years ago.

GOWREESHUNKUR, of Nyabustee.

Called by Court. I was not zillahdar under Budreenath of this kusba, but of Makhi, Kooraree, and those villages.

JODHA, son of BHAYA, 35 years, Gumees, of Russoolabad.

My family have been for three generations in this village. I hold 2 beegahs 19 biswas, at a rental of Rupees 18-4. Fields as per margin. I have held these fields some years. I received that marked \* 12 or 13 years ago, when Sheolall, Lodh, died; those marked † I received three years ago. I have no Nawabee putta. My father held other land; when he died I gave it up. He may have held 10 or 15 beegahs; he had held for many years, very seldom in the Nawabee. We escaped a yearly increase of something small or great, according to what we could afford; but the amount we agreed to pay in Asar was taken from us in following Cheyt; increase was not made after Asar. In Asar lumberdar could change any one's holding, or increase any one's rent. I don't believe there is a cultivator who could not have been ousted, or whose rent could not have been increased,

Cultivator VII.

No.	B.	B.
No. 1350*	-	2 4
" 1353†	-	0 6
" 1357†	-	0 9
Total	-	2 19

CHAND KHAN, son of WUZEER KHAN, 40 years, Pathan, of Russoolabad.

My family have been in this village, I believe, for last eight generations. I hold 14 beegahs 15 biswas, and pay Rupees 70 rent. Fields as per margin. I have held these for many years. In the disturbances I absconded; remained away one year. On my return Sumber Sing, the lumberdar, gave them back to me. Rent has been increased in the Nawabee. I acted as mokuddum; received Rupees 25 nankar. I also held more land, 5 or 6 beegahs, in excess, which I have not received back. I don't know a single cultivator who could not have been ousted by the lumberdar, or whose rent could not have been increased; all cultivators were entirely at the disposal of the zemindar. There was no limit to increase of rent, nor consideration shown to a cultivator because he had held the land a long time. If a cultivator built a well, he thereby acquired no right to the land for irrigation of which it was

Cultivator VIII.

No.	B.	B.
No. 835	-	1 15
" 845	-	1 1
" 940	-	1 13
" 953	-	1 6
" 992	-	0 16
" 995	-	1 9
" 989	-	1 17
" 1110	-	0 12
" 1150	-	2 2
" 1151	-	0 4
" 972	-	2 0
Total	-	14 15

was built. My uncle built a well, but no attention was paid to him on that account; some of the fields for which he built the well are still held by him, and others have been changed.

ALLA-OD-DEEN, son of GHIOUS KHAN, 50 years, Pathan, of Russoolabad.

My family have resided many years in this village. I am connected with Chand

Cultivator IX.			B.	B.
No.				
762*	-	-	1	7
838*	-	-	1	10
1133†	-	-	0	14
1136†	-	-	1	2
1147†	-	-	0	19
1148†	-	-	0	11
1149†	-	-	1	5
Total	-	-	7	8

Khan. I cultivate 7 beegahs 8 biswas, and pay Rupees 42 rent. Fields as per margin. Those marked \* have been held for about 30 years, the remainder since annexation. I have a pukka well, but don't irrigate from it now. I don't hold the land for use of which it was built. My father made it; cost about Rupees 100; is 60 or 70 years ago. The land was lost previous to Buksh Ali's time. I absconded for a year; lost all my holdings, and when I returned did not recover my old holding; the kuboolyutdar would not give it to me; did not pay any attention to fact of my well being there. The cultivators who hold the land irrigate from it. I took the two fields marked \* when I could not get back my old holding.

DABEEDEN, son of KUELEE, 30 years, Lodh, of Russoolabad.

My family have been here for many generation. I hold 17 beegahs 19 biswas, and

Cultivator X.			B.	B.
No.				
907†	-	-	1	8
908†	-	-	0	1
913*	-	-	0	11
914*	-	-	0	12
915*	-	-	0	4
916*	-	-	0	14
1199*	-	-	1	12
1254*	-	-	1	3
1318†	-	-	2	3
1393†	-	-	1	7
1415†	-	-	1	3
1417†	-	-	1	5
1419†	-	-	0	19
1424†	-	-	1	10
1542†	-	-	1	19
1561†	-	-	1	18
Total	-	-	17	19

pay Rupees 98-12 rent. Fields as per margin. Those marked \* I received after my return in time of Mahommed Usgurec (1257 Fuslee). I lost my old holding when I absconded in time of Buksh Ali (1255 Fuslee). Sewa, Lodh, was holding most of the \*fields on butaie when I took them on a money rent. All the fields marked † I have taken at different times since annexation. I absconded because I could not pay the rent demanded of me. I did not ask for them again, as they were far away from the village site. My family had held them for many years. I have a pukka well built by myself 19 years ago; that is, it was formerly a cutcha well. I made it half pukka since annexation. I put in pukka bricks, but used no water. Other people used the well besides myself. In the Nawabee no consideration was shown to a cultivator who built one; his rent was equally increased, and he was just as liable to be ousted as one who had not built one. We received puttass in the Nawabee, but mine have all gone in the Nawabee.

GUNGGOO, son of POORUN, 40 years, Aheer, of Russoolabad.

My family have been very many generations in the village. I hold 24 beegahs 8 biswas,

			B.	B.
No.				
802*	-	-	1	18
803	-	-	1	6
839*	-	-	1	18
971	-	-	2	12
988	-	-	1	7
990	-	-	1	10
1056	-	-	1	10
1057	-	-	1	19
1065†	-	-	2	2
1109	-	-	0	18
1010	-	-	2	8
1115*	-	-	0	15
1114*	-	-	1	5
1156	-	-	0	13
1157	-	-	1	15
Total	-	-	24	8

and pay Rupees 97 rent. Fields as per margin. All except those marked \* are old. We never absconded, nor have our holdings ever changed. I was mokuddum, and received Rupees 25 nankar. I am in Munsub Ali's turruf, and acted for him; through me the land was cultivated. I did not collect the rents. I also went security for cultivators. Since Sumber Sing has held the turruf I have not received my nankar. I don't know a cultivator who could not have been turned out, or whose rent could not have been increased, had the zemindar chosen to do so. The building a pukka well gave no right of occupancy to the cultivator who built it. To induce him to do so the zemindar might agree to let off a few Rupees from his rent for a year or so, but could in reality have turned him out of his holding the next year had he seen fit so to do. I have a pukka well and cutcha one both; they irrigate the majority of the land I hold. Budreenath never increased the rent of cultivators. Sumber Sing has every right to turn me out if he pleases to do so.

*Camp Russoolabad, the 7th December 1864.*

[On reference to Lugtees for 1253, '55, '56, '57, I find that only 4 beegahs 2½ biswas are old; all the remainder of this holding in those years new and changing. The old fields are Nos. 948†, 1065†; one he has lost and the other he holds; so that all the fields now held by Gungoo have been acquired since 1259 Fuslee.]

CUNGGOO re-examined.

I cannot help what is written in those papers.

*Camp Asseewun, the 3d January 1865.*

*Order.*—The statements of Chand Khan Pathan and Pershad Kachee regarding length of their holdings to be tested by comparison with old village papers. Sudder Moonserim may do this, also get out any old puttass still in existence.

*Camp Oogoo, the 3d February 1865.*

Read report of Sudder Moonserim. Cultivators would not file puttass, but zemindar files some village papers:—

PERSHAD, No. 1,

Fuslee.		B.	B.		RS.	A.	P.
In 1239	-	13	18	-	95	3	0
„ 1240	-	5	19½	-	48	13	0
„ 1241	-	6	11	-	60	13	3
„ 1244	-	5	10	-	44	10	0
„ 1250	-	6	13	-	55	3	0
„ 1251	-	6	13	-	66	9	0
„ 1252	-	13	18	-	96	9	0
„ 1253	-	15	13	-	86	2	0
„ 1254	-	13	18	-	74	14	0
„ 1255	-	6	10	-	51	9	0
„ 1256	-	13	18	-	98	9	0
„ 1257	-	6	10¼	-	51	5	9
„ 1258	-	4	0	-	0	0	0
„ 1260	-	7	13¼	-	55	13	3

This cultivator has held, since 1252 Fuslee, Nos. 707, 711, 712, 713, 4 beegahs 8 biswas. Forest holding has been altering, also rents.

CHAND KHAN, No. VIII.

Fuslee.		B.	B.		RS.	A.	P.
In 1239	none.						
„ 1240	-	23	18½	-	124	8	0
„ 1241	-	17	6	-	95	12	6
„ 1244	-	10	0	-	80	3	6
„ 1250	-	} No holdings.					
„ 1251	-						
„ 1252	-						
„ 1253	-	1	16½	-	3	12	0
„ 1254	-	} No holding.					
„ 1255	-	19	19	-	74	7	0
„ 1256	-	16	6½	-	86	0	0
„ 1257	-	19	19	-	85	9	0
„ 1248	-	0	0	-	61	0	0
„ 1259	-	26	9½	-	78	6	0

This cultivator has held, since 1255 Fuslee, Nos. 836, 846, 946, 953, 992, 1150, 8 beegahs 13 biswas. Main holding and rent have always been changing.

*Judgment.*—This village is a fine large kusba, the chief town in the pergunnah, and taken up as being likely to furnish cultivators of every class. Out of the 11 cultivators examined only four claimed to have held continuously, and only one pretended to have acquired any rights, the others freely acknowledging that tenant rights were unknown under the Native rule. Though acknowledging this I thought it well to put their statement to the test regarding length of occupancy.

Gungoo, No. XI., stated that he had been holding nearly all their fields in his holding for many years. But, on examination of the old village papers, I find that the whole of his present holding, with exception of field No. 1065, has been acquired since 1259 Fuslee, the

the land which he previously held having all passed out of his hands. He himself has no puttass ; I have had, therefore, to depend on the putwaree's old puttass.

PERSHAD, No. I., a man of about 35 years of age, states he has held the same fields ever since he can remember, allowing, however, that he has no right to permanent occupancy against the will of the lumberdar. He has no puttass ; but from an examination of the old village papers, I find that since 1252 Fuslee four fields, Nos. 707, 711, 712, 713, out of the five he at present holds, have been continuously in his possession, but the total of his holding and the rent have been constantly changing; indeed, in no two consecutive years has he held the same land, or paid the same rent.

CHAND KHAN, No. VIII., one of the men formerly employed as mokuddums, and consequently having the very best possible means of knowing what rights had been conceded to tenants, stated that, though no cultivator ever acquired any right of occupancy through length of holding, he himself had held his present fields for many years. He had no puttass, but I had the village papers examined. His main holding and the rent have always been changing, but of the 11 fields he now holds, he has held six as follows:—836, 846, 953, 992, 1150, since the year 1255 Fuslee; previous to that he had had no fields for some years.

We therefore find that the holdings of ordinary cultivators were always changing, as was also the rent, and that there is no one who comes up to Mr. Thomason's definition of a tenant with right of occupancy; and if we are to believe the statements of those most interested in the matter, that of cultivators themselves, no tenant rights of any sort or description were ever conceded. The mokuddums or head ryots, who usually, in large kusbas and in villages owned by non-resident landlords, acted as middemen between the landlord and tenant, state the same thing, as does also the old putwaree of this village, who had only been dismissed a few weeks when I recorded his deposition, and who, if such rights had been in existence, would have assuredly pointed them out.

There is still one cultivator whose tenure has been constant; but as the circumstances of his case are peculiar, I have kept him distinct from what may be called ordinary cultivators. The person alluded to is Sheodeen, No. VI. He holds 12 beegahs 19 biswas of land, at a rental of Rupees 45. He states he has held for a very long time, his father having held before him, and always at the same rent, and claims thereby to have acquired a right of occupancy at fixed rents; and in proof of this asserted that once when Budreenath, the chukladar, wished to increase his rental, he complained to Maharaj Balkrishna, then on his way to bathe at the Ganges, and had the order reversed. He presents some puttass. From these it would seem that he originally commenced with a holding of 16 beegahs 15 biswas, at a rental of Rupees 46-12: vide his putta granted by Munsub Ali in 1252 Fuslee. In 1255 Fuslee, however, the holding was reduced to 14 beegahs 5 biswas, rent remaining the same; and Budreenath, who, it is said, wished to raise his rent, but was prevented by order of Balkrishna, reduced the holding still further to 13 beegahs 10 biswas, so that in eight years he had lost 3 beegahs 5 biswas, about a fifth of his holding, while his rent remained the same. This is equal to an increase in his rent of Rupees 9. Thus the continuancy of his holding at the same rent is disproved by his own papers; and the village papers show a greater difference in the rent; and as these were made up after the khureef harvest, and as it was universally the custom to take more on various pretexts than at first agreed upon, they are probably correct; but, taking his own papers alone, they show that his holding at the same rent has not been continuous. The lumberdar, on being confronted with this man, denied that any such rights as claimed ever were acquired, and explained the leniency with which Sheodeen and his father had been treated by stating that he was their mahajun, always ready to lend them money when they required any, and that his the lumberdar's uncle died in his debt. Sheodeen wished at first to deny these money transactions, but at length had to allow that they had been in the habit of lending the zemindar money. This at once takes Sheodeen out of the class of ordinary cultivators, and puts him in a special class, from which no general inferences can be deduced. And, still further to show that his good treatment was special, on being called upon to point out any other cultivator who had acquired the right he himself claimed, he stated his inability to do so: so that in this large kusba and surrounding country (for I gave him the liberty of naming any man in any part of the country) there is not another cultivator except himself who even pretends to such rights as far as is known. It is quite evident to my mind that the little favour he did receive (and on comparing his holding with ordinary cultivators it is at once apparent that he did receive favour) was due, not from any right, but in consequence of his giving a *quid pro quo* in the shape of assistance to his zemindars when they were hard up for money. Such is not a right to be maintained in perpetuity irrespective of whether

the old relations are maintained or no. It was evidently a mutual and tacit contract, which either party was at liberty to put an end to; and if now the lands are confirmed to Sheodeen at a fixed rate, as he wishes, by order of Court, without any counter-balancing benefit on the other side, I think the zemindar will have very just cause of complaint that the order is one-sided, unequal, and an invasion of the rights of property, not warranted certainly by the custom of his village and neighbourhood. Under these circumstances, I cannot confirm Sheodeen's claim, which, in my opinion, is, under Nawabee customs, untenable.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

*Camp Nawabgunj, the 20th December 1864.*

*Mouzah Kantha, Pergunnah Assoha Pusundur; Tenure, Talookdaree; Runjeet Sing, Seynghur Rajpoot, Talookdar.*

CHITTA, son of SOOKLALL, 70 years, Kachee, of Kantha.

My family have been in this village for last five or six generations. We originally came from Beygoon. I hold 9 beegahs 12 biswas of land, and pay Rupees 66 rent. Fields as per margin. Those fields marked \* are new fields; those marked † were originally held by my father, but when I absconded I lost them. On my return I recovered; I was away two years in the Nawabee; on my return the talookdar restored them to me; he was cultivating them himself. My father held many fields; lost them all when he absconded; he held about 35 beegahs; did not recover the old holding when we returned, only an old field here and there. My family have built four pukka wells at various times; two wells are still used by me, the others are used by other cultivators. All the land for irrigation of which these wells were built is now held by other cultivators; we do not hold any of it. We gave up land ourselves, as we could not pay the rent demanded of us. The land was not worth above Rupees 4 or 5 per beegah; finally increased up to between Rupees 12 and 14 per beegah. On further increase being demanded, we gave up the land. On our return the talookdar was pleased to restore our old fields, otherwise we could not have recovered. We had no right to the land or to hold it; we all held our land by permission of the zemindar. I know of no cultivator who held in any other way. I never heard of a cultivator who could hold his land in spite of his zemindar, or whose rent could not have been increased. The building of a pukka well gave no right to land; we were allowed to irrigate from it, nothing more.

Cultivator I.

	No.		B. B.
	No. 263†	-	2 7
	" 267*	-	0 18
Out of "	" 267*	-	1 5
	" 391*	-	0 18
	" 504†	-	1 15
	" 339†	-	0 19
	" 348*	-	1 15
Total	-	-	9 12

BUCHOOA, son of TAKOOR, 35 years, Kachee, of Kantha.

My family have been seven or eight generations in this village; we originally came from Beygoon. I hold 15 beegahs 4 biswas of land, and pay Rupees 61-8 rent. Fields as per margin. Only No. 340\* field has been held by our family any length of time. I lost it when I absconded, but it was restored to us when we returned by lumberdar. He did this of his own will; we had no right; all the rest of our holding was not restored. I took the remainder of the land on my return. I was away a year. Returned four years prior to annexation. I absconded because my rent was increased above what I could pay. My family have built two pukka wells. All the land for irrigation of which these wells were built has been lost to us, except No. 340, which formed part of our original holding. I did not recover possession of my old holding, as it had been let out to other cultivators. No. 340 being held by zemindar himself, he gave up to us. From having built a pukka well we did not acquire any right. I know of no cultivator whose rent could not have been increased, or who could not have been ousted, at pleasure of lumberdar.

Cultivator II.

	No.		B. B.
	No. 402 -	-	0 14
	" 425 -	-	0 15
	" 4270 -	-	0 8
	" 429 -	-	0 5
	" 430 -	-	0 5
Out of "	" 430 -	-	0 16
	" 448 -	-	1 0
	" 488 -	-	0 13
Out of "	" 488 -	-	0 14
	" 489 -	-	0 15
Out of "	" 489 -	-	0 14
	" 490 -	-	0 8
	" 1639 -	-	3 15
	" 1834 -	-	3 0
	" 340*	-	0 15
	" 352 -	-	0 13
Total	-	-	15 4

MUTHRA.

MUTHRA, son of JEYGOBIND, 60 years, Brahmin (SHOOLLAL), of Kantha.

My family have been in this village for very many generations; came with the Seynghurs. I hold 14 beegahs 16 biswas, and pay Rupees 57 rent. Fields as per margin. Have been held by us for a long time; that is, we sometimes held, sometimes lost. Other cultivators have held when we could hold no longer. I never absconded. I have no right in the land; always held by permission of the zemindar. I have no well for irrigation of land; we have a pukka one just outside the door of our house for drinking purposes. Rent was always increasing, always changing; some years more, some years less. I know of no cultivator whose rent could not have been increased, or who could not have been ousted. *I am the Oopret of the zemindar, and when my rent was increased, and I lost land, who could expect to escape?* Even now my rent is being increased. Making of a pukka well gave no right to cultivator over the land for which it was built. I have always held my groves, houses, &c., but never had any right over the land I held as a cultivator.

## Cultivator III.

No.	B.	D.
972 -	-	0 13
" 987 -	-	1 16
" 1037 -	-	1 14
" 1055 -	-	0 10
" 1064 -	-	1 7
" 1066 -	-	1 2
" 2164 -	-	1 0
" 2547 -	-	2 4
" 2577 -	-	2 3
" 2582 -	-	1 12
" 2586 -	-	0 15
Total	-	14 16

SUMBER SING, son of CHUNDOO, 60 years, Chundel, of Kantha.

My family have been in this village for last three generations; we came from across the Ganges; we are connected with the zemindar by marriage. I hold 12 beegahs 1 biswa, and pay Rupees 35 rent. Fields as per margin. Have only held them some few years, since annexation; my old holding was lost in the Nawabee, when rent was increased above what we could pay. The rent I now pay is fully what the lands are worth. I never absconded. No one attended to relationship in the Nawabee; my rent was increased just the same as an ordinary cultivator. I never heard of a cultivator, whether connected with zemindars or no, who could not have been ousted, or whose rent could not have been increased. I have no pukka well; I use one of the talookdar's.

## Cultivator IV.

No.	B.	D.
298 -	-	0 17
" 302 -	-	0 10
" 1464 -	-	6 15
" 1609 -	-	1 13
" 1610 -	-	0 18
" 1965 -	-	1 8
Total	-	12 1

HIRROOA, son of OODAO, 70 years, Aheer, of Kantha.

My family have been three generations in this village. I hold 7 beegahs 11 biswas at a rental of Rupees 32. Fields as per margin. Have only held these fields since annexation; lost my old holding in the Nawabee, when my rent was increased above what I could pay. I was away from the village three years; on my return received the fields I now hold. We always held our land by permission of the zemindar. I am not a zemindar to have any right in my land. I have no rights: zemindar did what he pleased with us and the land. I have no pukka well.

## Cultivator V.

No.	B.	D.
860 -	-	1 19
" 862 -	-	1 4
" 921 -	-	1 0
" 1161 -	-	0 7
" 1162 -	-	0 8
" 1164 -	-	2 13
Total	-	7 11

MERAYA, son of GHOOSOO, 40 years, Aheer, of Kantha.

My family have been several generations in this village. I hold 3 beegahs 8 biswas of land, and pay Rupees 15 rent. Fields as per margin. Have only held them since annexation; my old holding was lost when we absconded in the Nawabee; we were away 10 years in all, or thereabouts. I have a grove, but no pukka well. I suppose the zemindar gave us the land for the grove, but it was planted before my time. I never heard of a cultivator who had any rights in the Nawabee. The zemindar did what he pleased with both land and cultivator.

## Cultivator VI.

No.	B.	D.
665 -	-	0 3
" 688 -	-	0 5
" 691 -	-	0 3
" 690 -	-	0 19
" 689 -	-	0 1
" 717 -	-	1 13
" 716 -	-	0 4
Total	-	3 8



HOO LASSEE, son of BHOOPUT, 82 years, Lodh, of Kantha.

My family have been for several generations in this village; we were zemindars before the Seynghurs came into the country, and took it from us. I

Cultivator VII.			
No.		B.	B.
1254	-	-	0 17
"	1253	-	- 1 19
"	1274	-	- 1 10
"	1272	-	- 0 15
"	2576	-	- 1 11
"	2602	-	- 1 14
"	2599	-	- 2 6
Out of "	2602	-	- 0 18
Out of "	2602	-	- 0 17
"	2603	-	- 2 3
Total		- 14	13

hold 14 beegahs 13 biswas, and pay Rupees 25. Fields as per margin. Have only held them for some three years, since I was placed in Sheo Sing Khera. Formerly lived in Kantha Khass. Absconded in the Nawabee; remained away some five or six years; lost all our old holding in Nawabee when rent was increased above what could be paid. Indeed, the lumberdars to collect arrears of revenue attached all my rubbee crops; I therefore left the village, and only returned to it at annexation. I never heard of a cultivator who could not have been ousted by zemindar, or whose rent could not have been increased. I had a pukka well, but it fell down some eight or nine years ago, when I absconded. A cultivator never acquired any right by building a pukka well; rent could be increased, and he could be ousted from his land, just as easily after as before.

ISHREE, son of DHAKUN, 44 years, Brahmin (Opudhia), of Kantha.

My family came with Seynghurs. I am their Oopret. I hold 4 beegahs 16 biswas land, and pay Rupees 22-4 rent. Fields as per margin. Have held them for very many years. Fields never changed, but rent has been increased; formerly paid Rupees 13, now pay Rupees 22-4. It was the zemindar's pleasure not to change the fields; but if ousted, I would complain; how should I live if fields were taken from me? I could not plead any custom which should prevent my being ousted. I acknowledge that the zemindar always had right in Nawabee to oust any one he pleased. I have no pukka well; I have a tank, from which every one irrigates. Other cultivators ask permission of lumberdar before taking water; do not ask me. I don't know how tank was made. All cultivators have to ask permission before putting plough into the ground. I know of no cultivator who could cultivate without such permission.

Cultivator VIII.			
No.		B.	B.
930	-	-	0 3
"	932	-	- 0 19
"	934	-	- 1 2
"	995	-	- 1 0
"	1069	-	- 1 3
"	1070	-	- 0 19
"	935	-	- 0 10
Total		4	16

every one irrigates. Other cultivators ask permission of lumberdar before taking water; do not ask me. I don't know how tank was made. All cultivators have to ask permission before putting plough into the ground. I know of no cultivator who could cultivate without such permission.

RUNJEET SING, Talookdar, Seynghur Thakoor.

I never heard of a cultivator who ever acquired tenant rights of any kind or description; the zemindars always did what they pleased, increased rent or changed the fields. I can speak confidently as to the custom in the pergunnahs of Pursundun, Assoha, and Gorindah. No cultivator was ever allowed any rights in his lands. A cultivator who paid a money rent was allowed to sow whatever grain he pleased; but if he paid in kind, he was always bound down to the kind of grain to be sown, number of times to be ploughed, watered, &c. I never heard of a cultivator who held continuously the same land, or who paid the same rent. Ishree's fields have been constantly changing. The building of a pukka well never gave any right to the builder over the land of which it was prepared. Of course, there are cultivators in my village who, for some reason or another, pay a somewhat lower rent than others would do; but this was at my pleasure; for instance, the first two Kachees pay somewhat less, because, if I am ever hard up for Rupees 50 or 100, they can always advance it. Such men are always well treated by us. Relations by the female side, if they require it, get a field or so free of rent, and are considered like other village maafeedars. For any land they hold they pay full rent. And for those who fought for us, or followed our fortunes when we had to abscond, we may have given them a little bit of land on which to plant a grove, or such like; but we could never afford to give lands at a light rent. Government took too much from us.

GUNGA, son of KOOSULEE, 94 years, Kyeth, of Kantha.

I am the putwaree; have held office for 66 years; my family came with the Seynghurs. I never heard of a cultivator whose rent could not have been increased, or land taken away from him, by the zemindar, had the latter chosen. Tenant rights in the Nawabee were things unknown. A pukka well could not have been built without lumberdar's permission, and gave no right over the land for irrigation of which it was built. A plough could not be put into ground by any one in Asar without permission of zemindar.

*Camp Asseewun, the 3rd January 1865.*

*Order.*—The statement of Ishree regarding length of occupancy had better be tested by examination of old village papers. Sudder Moonserim may do this, taking signatures of cultivators and putwaree to list forwarded.

*Camp Oonao, the 9th February 1865.*

Read proceedings of Sudder Moonserim. Talookdar filed village papers, and cultivators filed puttas.

## ISHREE, Cultivator VIII.

According to—

	Fuslee.	B. B.	Rs.	A.	P.		B. B.	Rs.	A.	P.
Putta	1239	0 12	—	—	—	Jumabundee	—	—	—	—
No Putta	1241	—	—	—	—	ditto	6 19 $\frac{1}{4}$	—	—	—
Do.	1242	—	—	—	—	ditto	3 11 $\frac{1}{2}$	—	—	—
Putta	1243	2 0	—	—	—	ditto	—	—	—	—
Do.	1244	9 10	32	0	0	ditto	—	—	—	—
No Putta	1245	—	—	—	—	ditto	—	—	—	—
Do.	1246	—	—	—	—	ditto	—	—	—	—
Do.	1247	—	—	—	—	ditto	1 7	2	11	0
Do.	1248	—	—	—	—	ditto	7 12 $\frac{1}{2}$	None	—	—
Do.	1249	—	—	—	—	ditto	4 12	16	0	0
Do.	1250	—	—	—	—	ditto	3 5	11	14	3
Do.	1251	—	—	—	—	ditto	1 10	4	8	0
Do.	1252	—	—	—	—	ditto	7 0 $\frac{1}{4}$	21	0	0
Putta	1253	5 0 $\frac{1}{2}$	—	—	—	ditto	—	—	—	—
Do.	1254	4 12 $\frac{1}{2}$	15	14	0	ditto	—	—	—	—
Do.	1255	—	6	0	0	ditto	—	—	—	—
Do.	1256	4 9	14	0	0	ditto	—	—	—	—
No Putta	1257	—	—	—	—	ditto	—	—	—	—
Do.	1258	—	—	—	—	ditto	4 14 $\frac{1}{2}$	18	10	0
Do.	1259	—	—	—	—	ditto	No holding	—	—	—
Do.	1260	—	—	—	—	ditto	1 4	5	8	0
Do.	1261	—	—	—	—	ditto	—	—	—	—
Do.	1262	—	—	—	—	ditto	—	—	—	—
Do.	1263	—	—	—	—	ditto	—	—	—	—
Putta	1264	3 17	—	—	—	ditto	1 4	5	8	0

This cultivator held sometimes on buttaie payment in kind, and sometimes on a money rent.

Field No.	Fuslee.	
930	was held by cultivator in 1244, '58, '70, '71.	
Do. 932	ditto ditto 1250, '56, '66, '70, '71.	
Do. 934	ditto ditto { 1241, '44, '47, '48, '53.	
Do. 1070	ditto ditto { 1256, '58, '64, '65, '70, '71.	
Do. 935	ditto ditto 1242, '66, '70, '71.	
Do. 1069	ditto ditto 1241, '44, '70, '71.	
Do. 995	ditto ditto 1270.	
		1272.

No papers for years 1261-62 Fuslee. Holdings constantly changing; also fields, which were changed and given back again.

*Judgment.*—This is a talookdaree village. All the cultivators allowed that a right of occupancy by cultivators adverse to zemindar was unknown in the Nawabee. They stated that fields were always changing, as also the rent demanded of them. Only one cultivator, Ishree, No. VIII., ever pretended that he had held the same field for any length of time; all the others allowed that they had not done so. The assertion of Ishree has been investigated, and proved incorrect, as his own puttas and the village papers prove that his fields were constantly changing, as also his total holding; that rents were altered, and even mode of payment, some years' rent being paid in money, sometimes in kind. The more I investigate, the more am I convinced that in this district there are, according to Nawabee custom, no cultivator's rights, and that no cultivator ever managed to hold the same fields

fields for any number of years: either rent would be increased above what a cultivator cared to pay, or a bad season ruined him, or he had to abscond to avoid the oppression of Government officers, or some farmer, or some other such reason. But then the fact is, no cultivator ever held the same fields for any continuous period at same or even ranging rates. Under these circumstances, I must consign case to record chamber, recording my conviction that there is no such thing as tenant rights to be discovered.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Oonao, the 10th December 1864.*

*Pergunnah Assoha Pursundun, Mouzah Gorindah.*

TILOKHEE vs. RAMBUKSH.

TILOKHEE, son of NAND, 50 years, Brahmin (Kunajeea Patuk), of Gorindah.

My family have been several generations in this village. I hold 7 beegahs 18 biswas, and pay Rupees 49-12. Fields as per margin. I have held

Plaintiff.				Yrs.
No.	B.	B.	B.	
No. 35	-	1	11	15
" 127	-	2	1	20
" 135	-	0	14	15
" 146	-	0	6	10
" 147	-	1	10	20
" 148	-	0	19	10
" 149	-	0	17	10
Total	-	7	18	

these fields (noted in margin); holding has always been altering. Formerly had other fields; gave them up, and took others. I have already stated how long I have held these fields. Rent has also been changing. In the Nawabe it was the custom to increase the rents; since annexation rent has not been raised. I never told the Sudder Moonserim that I claimed to have a right of occupancy. I stated that I had

no such claim. I don't know whether there are cultivators having such rights; I never heard of any such. Zemindars always had right of ousting a cultivator or increasing his rent, and they were always exercising such rights. I cannot mention a cultivator whom they ousted, but land was always changing hands, as in my own case.

RAMBUKSH, son of KOONDUN, 57 years, Brahmin (Opudhia), of Gorindah.

I am the lumberdar, or at least one of them. Tilokhee at first claimed to be recorded as a hereditary cultivator with right of occupancy, but when

Lumberdar, Defendant.

he was sent for he withdrew his claim. There is no cultivator with any rights in his holding; there is none in my village, and I never heard of such in any other.

OOMRAO LALL, son of SEETUL PERSHAD, 50 years, Kyeth, of Gorindah.

With exception of their groves, cultivators have nothing to which they have any right; I never heard of their having any, nor has any claim ever been made. In the Nawabee fields were always changing; since annexation this has not been so much the case. One Lalla; Kahar, has a pukka well built by him in 1255 Fuslee; he has not acquired any right over his holding by having built a well. It was made for irrigating his holding; he has lost some of the fields for irrigation of which it was built; he has still some. A great many fields are cultivated from that well; other cultivators besides himself use the well. He went to the Sudder Moonserim, but he made no claim; on the contrary, when asked, he denied having any such right.

TILOKHEE re-examined.

I did not know what I was saying when I told the Sudder Moonserim that I claimed right of occupancy. I have not been frightened by the zemindars into withdrawing my claim. Lallo was present when I claimed before the Sudder Moonserim; he said he had no such claim to make. Gungadeen has also withdrawn claim; he was coming, but felt ill on the road, and told me to deny for him.

*Order.*—Girdharee, the third cultivator who claimed before the Sudder Moonserim, to be again summoned.

Oonao, the 12th December 1864.

GIRDHAREE, son of JEEOLALL, 70 years, Brahmin (Patuk), of Gorindah.

My family have been at least four generations in this village; may have been more. I hold 25 beegahs 4 biswas, and pay Rupees 82 rent. Fields as per margin. I have held these fields for about the time noted in the margin. Before I took the new fields I had usually given up the old ones. When well off we took land; when become poor we gave it up. I never absconded; that is, I absconded one year, may be 15 or 20 years ago. When I left I lost all my holding; on my return received one or two of old fields; lost the others, as they had been given to other cultivators. Defendant Rambuksh restored the old fields to us. I present my old puttass. Changes in holding and amount of rent will be seen from them, but if the season proved favourable, one's rents were sometimes increased.

No.	B.	B.	Yrs.	
No. 16	-	-	3 16	25
" 29	-	-	1 11	15
" 122	-	-	3 3	25
" 213	-	-	2 4	30
" 234	-	-	3 15	15
" 236	-	-	0 8	15
" 241	-	-	3 16	25
" 259	-	-	1 7	15
" 260	-	-	1 19	15
" 268	-	-	0 15	15
" 305	-	-	2 10	30
Total	-	-	25 4	

F.	B.	B.	Rental	RS. A. P.	Old fields, Nos.	Taken that year, No.
1256	13	0	Do.	18 0 0	16-241	122.
1257	12	0	Do.	24 0 0	16-241	— Gurooa fields.
1258	23	0	Do.	25 10 0	16-241	213 Bagh Kishinwa, 122 Bhoor.
1259	23	9	Do.	50 10 0	16-241	New Fields. 122, 234, 260, 268, 29, 213, and Bagh Kishinwa.
1262	30	14	Do.	68 11 6	16-241	Ditto 122, 213, 305, 134, 260, 268, 259, 29, Bagh Kishinwa, Chowan fields.
1263	30	14	Do.	73 3 3	16-241	Ditto 122, 213, 305, 134, 260, 268, 259, 29, Bagh Kishinwa, Chowan fields.

I suppose I made a mistake when I said I had held these fields a long time; the puttass are correct. I told the Sudder Moonserim that I claimed to be a mouroosee cultivator. I don't know what are the privileges of a mouroosee cultivator; I never heard of one before the British rule. No cultivator had any rights in the Nawabee; the zemindar did whatever he pleased, increased rent, turned a cultivator not only out of his land, but out of the village altogether. No distinction was made between an old cultivator and a new one. I have no pukka well. I am making one. I asked permission before I commenced it; I could not have built without his permission. Rambuksh could oust me if he pleased; I would, however, complain if he did not give me other land in its place. I have no other means of livelihood, and if I lost my land altogether I should starve.

OOMRAQ LALL, son of SEETUL PERSHAD, Putwaree, re-examined.

I have papers since 1250 Fuslee. He held in 1251 Fuslee 19 beegahs 16 biswas, rental Rupees 68-14-9; Nos.  $\frac{1}{2}$  of 241, 305, Sirsa, Bijura, Bhugah, Bhoor, Lohra, Burguddee:—

F.	B.	B.	Rental	RS. A. P.	
1252 he held	35	13	Do.	105 9 3	Fields not known.
1253 do.	44	13	Do.	127 12 0	Nos. 213, 241, 305, Sirsa, Bhoor, Rupees 122-3-4, Mutuya, Bhoo, Bijura.
1254 do.	—	—	Do.	127 12 0	Fields not known; probably some.
1255 do.	42	0	Do.	122 0 0	Do. do. do.

The other years same as puttass; only the increase to rentals is not entered in them as in my papers. I have already stated that zemindar always had the right to oust a cultivator whenever he pleased, or increase rent to any amount.

Camp Uttardharee, the 4th January 1865.

*Judgment.*—This was one of the villages to which the Sudder Moonserim of Nawabgunj was sent for the purpose of enquiring into tenant rights. Before him three cultivators, Tilokhee, Gungadeen, and Girdharee, claimed to be recorded as cultivators having right of occupancy; they were, therefore, summoned to appear and make their statements. Gungadeen was unable through sickness to attend, but he deputed Tilokhee to speak for him. They all then withdrew claim on it being explained what was meant by a tenant with right of occupancy. They stated that they never had any rights in opposition to that of their landlord; that the landlord always had rights to oust them or increase their rent whenever he pleased. Tilokhee allowed that his holdings were always

always changing. Girdharee tried to make out that he had held some of his fields for many years; but on reference to the old village papers, it does not appear that he held any of the fields, except Nos. 241 and 305, previous to 1256 Fuslee. Rent was always changing, and generally increasing. It is thus clear that none of these cultivators have held the same holding for any length of time, and they themselves acknowledge that, according to Native custom, they had no right of occupancy. Their claims are consequently rejected. I have delayed passing final orders in this case until I had made further enquiries into tenant rights.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Camp Meangunj, the 2nd December 1864.*

*Under-tenures (cultivators) in Mouzah Koolhar Utowra.*

JOWAHIR, son of NUNDA, 50 years, Kyeth, of Tiroro.

I was formerly putwaree of Koolhar Utowra; held office for 35 or 40 years. My  
 Old putwaree. father held office before me. I don't know a single cultivator who could not have been ousted at any time had the zemindars chosen to do so. There are several old cultivators, Bhowna, Pasee, Munsookh, Pasee, Sudha, Gudhee, Dowlut, Brahmin. All these men have held land for a long time, but I cannot say how long, as I have lately been dismissed because I gave correct information regarding the assets of the village. The zemindars, as soon as they were allowed to do so, turned me out.

*Order.*—Bhowna, Munsookh, Sudha, Dowlut, with lumberdars and putwaree, to be summoned; old papers to be got out.

Case for 3rd.

*Camp Meangunj, the 3rd December 1864.*

MUNSOOKH, son of KHIMUREE, 60 years, Pasee, of Utowra.

My family has resided in this village ever since it was founded. I claimed the  
 Cultivator I. zemindaree, but my claim was rejected. I hold 25 beegahs of land; formerly held 27 beegahs, but when I sued for the zemindaree the lumberdars turned me out of two beegahs. I have only now 25 beegahs. Fields as follows (*vide* vernacular list). I pay Rupees 84 rent. Five fields out of the 18 have been held by my family many years. The remaining 13 I have held since annexation. My old holding was taken away from me in the Nawabee. The zemindars did what they pleased, took the land away or maintained the cultivator in possession. They took away from me the gara fields, containing about three beegahs of land. I had held it for very many years. They wanted to give it to some one else, and took it away from me. Had they wished it, they could have taken the whole. They, however, never took away the fields I at present hold. There is Sudha, Gudhee, who has held for very many years. I don't remember any one else who has held uninterruptedly for many years. We often had to abscond, and thus holdings changed.

JEENGUR, son of MITHOW, 40 years, Gudhee, of Koolhar, Utowra.

I am Sudha's grandson. He is dead. I hold 20 beegahs 7 biswas, and pay Rupees 57-4 rent. Fields as per vernacular list. We have held these fields for many years. We absconded when Budreenath came as chukladar, and returned at annexation. We lost our old holding when we absconded, but recovered it again on our return. The zemindars were pleased to give us back our fields. We thus recovered. While we were away other cultivators held them. These were ousted, and the fields returned to us. The cultivators holding them were pykashts, not chupperbunds. Had the zemindars chosen to do so, they could have withheld them. Our zemindars always treated us well, and never wantonly ousted us; but, of course, they had every right to do so had they chosen to exercise the right. Had they ousted me, I would not have complained. What had I to complain about? The land belonged to them. We had held these fields for very many years when we absconded.

Cultivator II.

BHOWNA, son of DHURN, 60 years, Pasee, of Koolhar.

My family have resided in village since its foundation. I hold 15 beegahs 7 biswas, and pay Rupees 29-8 rent. I have held these fields for last 10 or 11 years. I had absconded for 15 or 16 years before that. I returned three years before annexation. When we absconded we were holding other land. On our return received this. I don't know a single cultivator who has not absconded several times. Usually received other fields from those he was holding when he absconded. Zemindars always had the right of changing a cultivator's holding or ousting him altogether.

Cultivator III.

DOWLUT, son of KUELEE, 60 years, Brahmin, of Koolhar.

I hold some maafee land, about three beegahs of land. I am the Oopret. I do not hold khalsa land; never did so. I have held this maafec for many years; 40 or 45, at least. One Pooran, Kachee, formerly built a well (pucka), and held his land for many years. He died 15 years ago or thereabouts. He left no descendants. The Kachees who hold surrounding fields use the well for purpose of irrigation. I don't know any cultivator who has held continuously, or who could not have been ousted by the zemindar had they chosen to do so; but they never disturbed a cultivator; why should they? On the contrary, they were only too glad to get their lands cultivated. Without permission of zemindar I could not mortgage or gift away my rent-free holding. They gave it, and have a right to resume it when they please. The building of a pucka well gave no right of occupancy to the builder over the fields to irrigate which the well was built. The zemindars took land away or stopped the irrigation as they pleased; but why should they exercise such right?

Cultivator IV.

SOHUN LALL, son of JHUBBER LALL, 49 years, Kyeth, of Hyderabad.

In the Nawabee I was in service. I was Budreenath's and Moulvie Hubeeb-ool-Rahiman's sheristadar. I never heard of any cultivator's rights in this country. By favour of the chukladars or Lucknow Nawabs a man might continue to hold his land and avoid having rent increased; otherwise every holder of land, whether cultivator or zemindar, was liable to have rent increased or to be ousted from his holding. The building of a well gave no right to occupancy of land for which it was built. I never heard of any such right ever having been brought forward or pleaded.

*Camp Asseewun, the 3rd January 1865.*

*Order.*—The truth of Jeengur and Munsookh's statement regarding having held their land for many years to be tested. Sudder Moonserim will get out old village papers, and prepare list of holdings.

*Camp, the 9th February 1865.*

Read proceedings of Sudder Moonserim. It would appear that the cultivators themselves could not give any puttahs, but the lumberdars filed some village papers; according to these possession is as follows:—

MUNSOOKH, Pasee.

			B. B.	Rs. A. P.
From 1231 to 1234	Fuslee	-	-	No trace of his holding.
1235	do.	-	2 0	Rent 5 0 0
1236	do.	-	2 0	Do. 5 0 0
1237	do.	-	2 0	Do. 5 0 0
1238	do.	-	2 0	Do. 5 0 0
1239	do.	-	2 0	Do. 5 0 0
1241	do.	-	3 12½	Do. 8 0 0
1242	do.	-	-	No trace of holding.
1243	do.	-	-	
1244	do.	-	-	
1250	do.	-	4 11	Rent 14 8 0
1251	do.	-	21 10	Do. 42 12 9
1252	do.	-	-	No holding.
1257	do.	-	1 10	Rent 8 0 0
1258	do.	-	-	No holding.
1259	do.	-	2 0	Rent 9 4 0

Fields cannot be traced, nor can cultivator assist in pointing them out.

JEENGUR, Gudhee.

			B. B.	Rs. A. P.
1231	Fuslee	-	-	No holding.
1232	do.	-	1 5	Rent 3 0 0
1233	do.	-	-	No trace of any holding.
1234	do.	-	-	
1235	do.	-	-	
1236	do.	-	-	
1237	do.	-	-	
1238	do.	-	-	No trace of holding.
1239	do.	-	-	
1241	do.	-	1 4	Rent 3 0 0
1242	do.	-	2 3½	No jumma.
1243	do.	-	-	No trace of holding.
1244	do.	-	-	
1250	do.	-	11 5	Rent 38 9 6
1251	do.	-	11 5	Do. 38 13 3
1252	do.	-	-	No holding.
1257	do.	-	15 6½	Rent 50 0 0
1258	do.	-	15 6½	Do. 50 0 0
1259	do.	-	15 6½	Do. 50 0 0

Fields cannot be traced or pointed out by either lumberdar, putwaree, or cultivator himself.

*Judgment.*—In this village none of the cultivators claimed any right of occupancy. Indeed, Munsookh, one of the oldest, stated that old fields had been taken away from him at pleasure of the zemindar. The putwaree who had just been dismissed after some 40 years' service, and who would, I think, have gladly pointed out any such rights, denied their existence; and the Sheristadar of the two last chukladars, namely, Budree-nath and Moulvie Hubeeb-ool-Rahiman, also stated that he had never heard of right of occupancy under the Native Government. Under these circumstances, I come to the conclusion that in this village at least there are no such rights; and, having failed to discover any in other villages of the pergunnah, I can confidently assert that there are none in this part of the country.

Case consigned to record chamber.

(Sd.)

G. B. MACONOCHE,  
Settlt. Officer.



*Camp Makhi, the 8th December 1864.*

*Mouzah Makhi, Pergunnah Asseewun Russoolabad.*

*Tenure Bhyachara, Lumberdars Bajee, Gopee, Lao, &c., Chowhan Rajpoots.*

Hoolassee, son of Puharee, 70 years, Gurureea, of Makhi (Gopee Khera).

Cultivator I.			B. B.	
No.				
No. 2444	-	-	1	6
" 2447	-	-	2	1
" 2637	-	-	1	4
" 2667	-	-	0	6
" 2668	-	-	0	14
" 2669	-	-	0	19
" 2671	-	-	0	3
" 2674	-	-	1	0
" 2645	-	-	3	11
" 2633	-	-	0	5
" 2661	-	-	0	13
" 2666	-	-	0	16
" 2553	-	-	1	15
" 2663	-	-	1	17
" 2766	-	-	0	14
" 2747	-	-	0	4
" 2749	-	-	0	5
" 2751	-	-	0	7
" 2752	-	-	0	5
" 2420	-	-	0	10
" 2421	-	-	0	2
" 2424	-	-	0	3
" 2425	-	-	0	5
" 2427	-	-	1	15
" 2575	-	-	1	10
" 2701	-	-	0	10
" 2707	-	-	3	19
" 2700*	-	-	1	9
" 2708*	-	-	0	14
Total	-	-	29	4

I came to this village 40 years ago from Nowaie, Pergunnah Suffeepore. I hold 29 beegahs 4 biswas, and pay Rupees 70-4 rent. Fields as per margin. Those marked \* I have held for last six years; the others ever since I have been in the village. I formerly paid Rupees 66-4; lately increased Rupees 4. Rent never altered in the Nawabee. I am the mokuddum of the khera, and it was the pleasure of the lumberdar not to increase my rent or take the land away. I could not have cultivated had the lumberdars chosen to turn me out. I have two pukka wells from which I irrigate my fields. I have acquired no right to occupancy of land for irrigation of which these wells were made; either before or after I built them the lumberdars could have turned me out. I know of no cultivator who ever acquired the slightest right in the Nawabee. I would not complain were I ousted; why should I? All residents of the khera take water from my wells. I always had to ask permission in the Nawabee before cultivating. I could not put a plough into the ground until I had asked the zemindar. About 80 beegahs of land are irrigated from these wells. Only about 7 beegahs of mine is irrigated; all the rest belongs to others. I made wells for all, not merely for myself, and also that my name might remain. In cash they cost me between Rupees 60 and 70, besides my own labour and that of my family.

MADO SING, son of GUNGA SING, age 55 years, Kuchwar, of Makhi.

Cultivator II.			B. B.	
No.				
No. 255	-	-	1	0
" 306	-	-	0	14
" 352	-	-	3	1
" 391	-	-	2	17
" 545	-	-	1	2
Total	-	-	8	14

My grandfather came to this village from across the Jumna about 50 years ago. At that time we were connected with the zemindars; the family having died out we have no relations among them. I hold 8 beegahs 14 biswas, and pay Rupees 14-8 rent. Fields as per margin. I have held these for last 15 years or so. Our old holding which we originally held was taken from us by the lumberdar; we could not pay the rent demanded, and therefore gave it up. We first held at light rates. Gopee gave us the land; as time went on he increased rent, so we gave it up. The rent I now pay is fully what the land is worth. There are no means of irrigating it. I never heard of cultivators having any rights; zemindars did whatever they pleased; turned them out, or increased rent, according to pleasure. When my land was taken from me by Gopee, I did not complain; who would have listened? I would not complain now; why should I?

THAKOOR, son of BUSSUNT, 40 years, Lodh, of Makhi.

Cultivator III.			B. B.	
No.				
No. 1881	-	-	1	4
" 1891	-	-	0	19
Total	-	-	2	3

My father came from Birsingpore when I was five years old, and settled in this village. I hold 2 beegahs 3 biswas, and pay Rupees 10 rent. Fields as per margin. I have held these fields since annexation. My father held these fields together with a number of others; when he died, 15 or 16 years ago, we gave the holding up. At annexation I again obtained these fields from zemindars. I did not hold for four years. When I wanted to recover I asked for them. Bheeka gave them to me willingly; he had every right to refuse them had he so chosen, but he gave them. A year or two afterwards he wanted to take them away from me; I complained and obtained a decree. I would not have complained in (290.)

the Nawabee, for it was then the custom for zemindars to do what they pleased, oust a cultivator or increase his rent, just as he pleased. I have no pukka well.

SHEODEEN, son of LOOKAIE, 60 years, Brahmin (Doobey), of Makhi.

My family have been in village for last four generations; originally came from Bithoor.

Cultivator IV.			B.	B.
No. 506	-	-	1	7
" 508	-	-	0	17
" 547	-	-	1	0
Total	-	-	3	4

I hold 3 beegahs 4 biswas, and pay Rupees 8 rent. Fields as per margin. I have held these for many years. My father held them together with others. Rent has never been increased. I am the Oopret of the turruf (Bajee Sing) in which land is situated. I would not complain if ousted. I have been treated lightly because I was a Brahmin and Oopret. The zemindars always had right of doing anything they pleased with their cultivators; the building a pukka well never gave any right. So long as the zemindars were pleased they left the land for which the well was built with the owner; if displeased, at once turned him out. In no way had cultivators any right that I ever heard of.

KASHEED-DEEN, son of SHEOPERSHAD, 55 years, Brahmin (Misr), of Makhi.

My father came to this village from Jugdespore, Pergunnah Ujgaon, about 40 years ago.

Cultivator V.			B.	B.
No. 172	-	-	1	10
" 494	-	-	1	10
" 546	-	-	0	7
" 656	-	-	0	17
" 1314	-	-	2	0
Total	-	-	6	4

I hold 6 beegahs 4 biswas, and pay Rupees 9-4 rent. Fields as per margin. I have held these fields about 15 years; never before that held any land. I never heard of any cultivators who had any rights in the Nawabee; the building a pukka well gave no rights over the land for irrigation of which the well was built; never heard of any one claiming such right in the Nawabee. I don't know what the custom was regarding increase of rent, so cannot say whether there was any limit to the demand of the zemindar or no.

KESUREE, son of SUKTEE, 40 years, Brahmin (Awustee), of Makhi.

My family have been some seven generations in this village; we came originally from

Cultivator VI.			B.	B.
No. 42†	-	-	1	13
" 100†	-	-	1	3
" 103†	-	-	1	14
" 117†	-	-	1	10
" 118*	-	-	2	5
Total	-	-	8	5

Baiswarra. I hold 8 beegahs 5 biswas, and pay a rental of Rupees 19-4. Fields as per margin. The field marked \* has been a long time in my family; the others † were taken by me three or four years previous to annexation. Our old holding was all lost. We wanted to give one field, and zemindar told us to give up all, which we had to do. The one which remained belonged to a different thoke. My old holding was in Bajee Sing's thoke; now I hold all in Thoke Lao, to which No. 118 belonged. Bajee Sing's fields had been a very long time in the possession of my family. Bajee Sing paid no attention to this. I did not complain. The lumberdar had every right to do whatever he pleased. Wells gave no right; the zemindar could turn us out of the village altogether had he chosen to do so; what right, therefore, could the building a well give?

DOKULLA, son of BUDULEE, 50 years, Kachee, of Makhi.

My family have been for last three generations in this village. I hold 5 beegahs

Cultivator VII.			B.	B.
No. 1118†	-	-	1	7
" 1705†	-	-	1	3
" 1898†	-	-	0	2
" 1899*	-	-	0	3
" 1900*	-	-	0	5
" 1902*	-	-	0	1
" 1903*	-	-	0	8
" 1131†	-	-	1	17
Total	-	-	5	7

7 biswas, and pay Rupees 25 rent. Fields as per margin. I have held these fields only five years. I absconded shortly before annexation. Those fields marked \* belong to my old holding; those marked † are new; the others my father had held before me. I have no pukka well. The zemindar gave me these fields. I asked for fields near the village, and as he was cultivating them himself, he gave them to me. He could have withheld them had he chosen. There was no limit to rent demandable from the cultivators, nor was it the custom to keep exactly to rent fixed in Asar. If produce was good, some excuse would be found for taking more than was originally decided upon.

OOMED, son of DABEE SING, 40 years, Kuchwar, of Makhi.

My family have been in village for three generations from across the Jumna. I am related to Tukooree Chowhan. I hold 7 beegahs 9 biswas, and pay Rupees 20 rent. Fields as per margin. Have held these fields since two years. Previous to annexation all our old holding was taken away from us; we gave it up; could not pay the rent demanded; and we also became poor, and could not afford to keep so many fields, not having means of cultivating. No limit was placed to amount of rent demandable, nor was it at all out of the way for increase to be made after rent was fixed in Asar. The zemindars had every right to do what they pleased, and they did just whatever suited them. Sometimes a cultivator would complain of increase being made to rent fixed in Asar, and was sometimes listened to. Never heard of any other kind of complaint being made.

No.	14	-	-	-	B. B.
"	353	-	-	-	1 2
"	840	-	-	-	2 10
"	173	-	-	-	1 19
		-	-	-	1 18
Total		-	-	-	7 9

MUNSARAM, Brahmin, LAO, Brahmin, SHEOBUKSH, Brahmin, MADAR, Aheer, BUCHOO, Brahmin, CHUNDEE, Brahmin, THAKOOR, Brahmin, HEERA, Brahmin, SALIG, Brahmin, MUDUREEAH, Lodh, RUMMA, Brahmin, BUKTOWUR, Lodh, BHEEKA, Pasee, SOBHA, Pasee, CHOWDEE, Pasee, AHLAD, Pasee, BOOROWA, Pasee, SEOKAR, Pasee, KULOWA, Chumar, MUNNA, Pasee, KULOO, Pasee, CHOORAYA, Pasee, BEDHA, Brahmin, PUNCHUN, Thakoor, GHAZEE, Thakoor, GUNGADEN, Thakoor.

Attested the statements of the cultivators whose depositions have been recorded *in extenso*. Many other cultivators were present. Claims were invited, but no one came forward.

BAJEE SING, son of GOPEE SING, 40 years, Chowhan, of Makhi.

I am one of the lumberdars of this village. I never heard of there having been tenant rights of any sort or description in the Nawabee; a cultivator never had any, holding entirely at the pleasure of the zemindars. Length of occupancy never gave any rights, nor was any attention paid to length of time land had been held by a cultivator. There was no limit to increase of rent, nor any attention paid to what other cultivators paid for similar fields. The building a pukka well gave no right of occupancy over the fields for irrigation of which well was built. Rent of land was almost immediately increased, and no consideration was ever shown to cultivator; he was always treated just the same as if no well had been built by him. A relation was always treated just the same as an ordinary cultivator; we never could afford to do so; how could we have paid the exactions of chukladars if we had acted otherwise? Nor was any consideration shown to those of our tenants who came with us to fight, or who accompanied us when we had to fly from the village. It was all we could do to pay what was demanded of us. Indeed, we never paid the whole of our jumma; we escaped because chukladars were always changing, and when driven to it we fought, our neighbours of the same clan as ourselves assisting us. We could generally collect between 2,000 and 3,000 fighting men if necessary. Village maafees were never confiscated, but we never allowed maafeedars to mortgage; such a thing never occurred in this village. Village servants in the same way held their lands; they were never turned out, and the heir succeeded to office on death of holder, but no one had right of transferring holding by gift, or mortgage, or sale.

*Camp Asseewun, the 3rd January 1865.*

*Order.*—The statements of Sheodeen and Hoolassee, Gurureea, regarding their length of occupancy, to be attested by examination of old village papers. Sudder Moonserim may do this, but will attest correctness of list forwarded by taking their signatures, as also old putwarees.

11th February 1865.

Read proceedings of Sudder Moonserim. Putwaree and zemindar filed their papers. The cultivators professed their inability to do anything, having no puttas.

## HOO LASSEE, Gurureea, No. I.

Fuslee.		B.	B.			Rent	RS.	A.	P.
In 1231	-	-	0 14	-	-	Rent	2	0	0
„ 1239	-	-	2 18	-	-	Do.	5	0	0
„ 1245	-	-	No holding.						
„ 1246	-	-	Ditto.						
„ 1247	-	-	12 11 $\frac{1}{4}$	-	-	Do.	38	0	0
„ 1248	-	-	12 11 $\frac{1}{4}$	-	-	Do.	38	0	0
„ 1249	-	-	7 0	-	-	Do.	25	4	0
„ 1251	-	-	8 2	-	-	Do.	27	4	0
„ 1254	-	-	7 0	-	-	Do.	25	4	0
„ 1255	-	-	7 0	-	-	Do.	25	4	0
„ 1256	-	-	7 0	-	-	Do.	25	4	0
„ 1257	-	-	No papers.						
„ 1258	-	-	7 7	-	-	Do.	14	0	0
„ 1260	-	-	7 0	-	-	Do.	25	4	0
„ 1261	-	-	6 2	-	-	Do.	15	13	0
„ 1262	-	-	3 5	-	-	Do.	9	8	0

Fields—No. 2701 - Has been held since 1231 Fuslee.

„ 2420	-	} Ditto.	1260 do.
„ 2421	-		
„ 2424	-		
„ 2425	-		
„ 2427	-		

„ 2447 - Was held from 1247 to 1260 Fuslee; then lost, but again in his possession.

All the fields have been changing. Even No. 2701, by inspection of vernacular statement, does not appear to have been held regularly; some years in cultivator's possession, some years held by others. All his present holding has been held in the same manner.

## SHEODEEN, Brahmin, No. IV.

Fuslee.		B.	B.			Rent	RS.	A.	P.
In 1239	-	-	3 10 $\frac{1}{4}$	-	-	Rent	9	8	0
„ 1245	-	-	3 10 $\frac{1}{4}$	-	-	Do.	9	8	0
„ 1246	-	-	3 10 $\frac{1}{4}$	-	-	Do.	9	8	0
„ 1247	-	-	3 10 $\frac{1}{4}$	-	-	Do.	9	8	0
„ 1248	-	-	3 10 $\frac{1}{4}$	-	-	Do.	9	8	0
„ 1251	-	-	3 10 $\frac{1}{4}$	-	-	Do.	9	8	0
„ 1252	-	-	3 10 $\frac{1}{4}$	-	-	Do.	8	8	0
„ 1253	-	-	3 10 $\frac{1}{4}$	-	-	Do.	8	8	0
„ 1258	-	-	3 10 $\frac{1}{4}$	-	-	Do.	9	8	0
„ 1260	-	-	2 5	-	-	Do.	9	8	0
„ 1261	-	-	2 5	-	-	Do.	9	0	0
„ 1262	-	-	2 5	-	-	Do.	9	0	0

This land appears to have been mortgaged to this cultivator's father about 50 or 60 years ago, and consequently the land has not altered as in case of other cultivators. This is different to the statement made before me by Sheodeen, and the discrepancies must be cleared up.

20th February 1865.

SHEODEEN re-examined.

All three fields were mortgaged to me; they were mortgaged to Chemoo, Mistr, my father's sister's husband; when he died, 80 or 80 years ago, the fields came to us. I have no deed of mortgage. I don't know who mortgaged the fields to him. I don't know why I did not make this statement when I was examined the first time.

## BAJEE SING re-examined.

I know nothing about this asserted mortgage. I have always taken full rates from this cultivator, and when land was not cultivated I had to pay Government for it all the same. He gave the lands up in 1255-56, and they lay fallow, and Sheodeen only recovered them in 1264 Fuslee, that is, he was out four years: one year Soobha, Thakoor; one year Pokunee, Doobey; one year Chuttea, Pasee; one year lay fallow. An examination of papers will show in which years these people held.

## SHEODEEN re-examined.

I cannot give any proof of this mortgage. Bajee Sing's statement regarding my having given up the land is correct. My cattle died; my brother also died the same year; we therefore could not continue holding, and gave up the land. Without reference to papers cannot say in which years I ceased holding.

*Order.*—Bajee Sing to file his papers.

*Camp Jugdespore, the 28th February 1865.*

## BAJEE LALL re-examined.

I have brought my papers.

Fuslee.		B.	B.			RS.	A.	P.
In 1262	- Pookaie, Doobee	- 3	10	-	-	Rent	7	0 0
"	- Sumra, Pasee	- 3	10	-	-	Do.	6	0 0
" 1264	- Ditto.	- 3	10	-	-	Do.	6	0 0
" 1264	- Sheodeen and Soobha,							
	Thakoor	- 3	10	-	-	Do.	8	8 0

These are the years I alluded to; I made a mistake the other day. Here are my papers for examination.

*Judgment.*—A great number of cultivators, residents of this village, have been examined. They one and all declare that they have no right; that rights of occupancy in the Nawabee were unknown, and that the landlord did whatever he pleased with the land and with his tenants. In every case holding has been altering; and, except in the case of Sheodeen, hardly a cultivator held three years alike. The mukuddums also corroborate the statement of the cultivators. Putwaree does so also; and the zemindars, themselves, of course, declare that they did what they pleased with land and cultivators, that they turned a man out when they pleased, and that there was no limit to amount of rent demandable. Under these circumstances there is nothing more to be done.

Case consigned to record chamber.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Camp Oonao, the 10th December 1864.*

*Mouzah Purendah, Pergunnah Julothur Ujgeen; Tenure Talookdaree; Rajah Dya Shunkur Dikchit, Thakoor.*

JUGGURNATH, son of TEEKARAM, 45 years, Brahmin (Doobey), of Purendah.

My family have been for many many generations in this village. I hold 15 beegahs 14 biswas of land, and pay Rupees 59-12 rent. Fields as per margin. These fields have always been held by us, and the rent has always been the same. I am the Rajah's Oopret, and when any one asked me for a higher rent I declined longer to hold the land, and the increase was always let off. May have been on account of my being the Oopret; I can give no other reason. The Rajah Sahib may do what he pleases with land, and may take it from me to-morrow if he likes; I have no right to the land. I can live on my oopretty dues. I never heard of there being a single cultivator in the talooka

Cultivator I.	B.	B.
No. 313	- 2	1
" 519	- 1	8
" 539	- 1	11
" 547	- 1	5
" 595	- 4	18
" 599	- 1	16
" 668	- 2	15
Total	- 15	14

X x 3

who

who could not have been ousted at any time by the Rajah, or who had any rights. There is no cultivator who owns a pukka well for purposes of irrigation.

RAMDEEN, son of DIBUNNEE, 80 years, Brahmin (Tewarry), of Purendah.

My family have been many generations in village, from 5 to 10 at least. I cultivate 9 beegahs 13 biswas, and pay Rupees 14-12 rent. Fields as per margin. These fields have been held by me some years. I held them in the Nawabee, but cannot say exactly how many years. We sometimes had to abscond, and thus our holding sometimes altered. We always paid the same rent; our Rajah did not increase our rent without cause; our rents were increased with his. It was his pleasure to treat us thus; had he liked he could have increased our rents or turned us out. I would not complain if turned out. I am his ryot; he may do as he pleases with me.

Cultivator II.

No.	B.	B.
No. 406	-	- 3 7
" 607	-	- 3 7
" 649	-	- 0 18
" 655	-	- 2 1
Total	-	- 9 13

PERSHADEE, son of BHAN, 30 years, Kachee, of Purendah.

My father came to village when I was some 12 or 13 years old, from Roophow. I hold 3 beegahs 9 biswas, and pay Rupees 19 rent. Fields as per margin. We have held these fields since we came into the village. We paid the same rent; it is fully what the fields are worth. Could not stand a higher rent; no cultivator could pay a higher.

No.	B.	B.
No. 244	-	- 1 16
" 251	-	- 0 17
" 252	-	- 0 16
Total	-	- 3 9

The Rajah may oust me if he pleases; I have no right to the land. I would not complain. I know of no cultivator who could not have been ousted by the Rajah Sahib.

CHUTREEA, son of DIBAYE, 40 years, Aheer, of Purendah.

My grandfather came to village before the birth of my father, who died this year an old man. I hold 18 beegahs 1 biswa, and pay Rupees 39-8. Fields as per margin. Since I can remember we have held these fields at same rent. Rent could not be raised and leave a profit; if any increase took place would give the land up. It is situated in the hars, away from any water. I have no well. The Rajah is master; he may do what he pleases; he always had this right. If he takes land away, I will go elsewhere.

No.	B.	B.
No. 409	-	- 4 19
" 714	-	- 2 1
" 723	-	- 0 14
" 62	-	- 3 11
" 636	-	- 1 6
" 684	-	- 2 8
" 697	-	- 1 9
" 713	-	- 1 13
Total	-	- 18 1

DHOKUL, son of JHEENGUR, 40 years, Aheer, of Purendah.

My great-grandfather came from Soobharee Khera; since his time we have resided in the village. I hold 13 beegahs 4 biswas, and pay Rupees 21-8 rent. Fields as per margin. These five fields have always been held by us. My father held them many years, and I believe my grandfather also held them. Always paid the same rent; could not be raised. I would give them up if asked to pay a higher rent. He may do so, if he please, or he may oust me. I have no claim to the land.

Cultivator V.

No.	B.	B.
No. 75	-	- 2 1
" 405	-	- 4 6
" 410	-	- 2 18
" 480	-	- 2 6
" 698	-	- 1 13
Total	-	- 13 4

HIRMUNCHUL, son of ZINDUR, 46 years, Dikchit, of Purendah.

My family have been several generations in this village. Am not connected in any way with the Rajah's family. I hold 15 beegahs 9 biswas, and pay a rental of Rupees 38. Fields as per margin. These fields have been held by my family for a very long time; before my father's time they were held by us. Always paid the same rent; could not pay a higher rent; would give them up if increase was demanded. They are unirrigated; neither well nor tank near them. The Rajah may do what he pleases. I never saw a cultivator who could not have been ousted, or whose rent could not have been raised, had the Rajah liked.

Cultivator VI.

No.	B.	B.
No. 84	-	- 2 17
" 114	-	- 3 12
" 129	-	- 1 9
" 181	-	- 3 8
" 206	-	- 2 18
" 499	-	- 1 10
Total	-	- 15 9

FUTTEY SING, son of BURDULOO, 45 years, Dikchit, of Purendah.

Cultivator VII.				B. B.	
No.					
No. 509	-	-	-	2	17
" 510	-	-	-	1	15
" 511	-	-	-	1	19
" 557	-	-	-	0	19
" 100	-	-	-	1	15
" 484	-	-	-	2	8
" 500	-	-	-	1	6
" 526	-	-	-	1	19
" 527	-	-	-	1	8
" 562	-	-	-	1	0
" 567	-	-	-	1	10
" 569	-	-	-	0	13
" 576	-	-	-	0	7
" 582	-	-	-	0	2
Total				19	18

My family have been in village five or six generations. I hold 19 beegahs 18 biswas, and pay Rupees 64-12 rent. Fields as per margin. They have been held by my family for very many years; cannot say exactly how many. Neither has rent been increased; could not stand increase, as there is no means of irrigating the land. If Rajah Sahib chooses to increase rental, he may take his fields; I could not pay a higher rent. I have no right in the land; the Rajah may do with it what he pleases. There is no cultivator in the whole talooka who could not be ousted, and whose rent could not be increased at will of talookdar.

BABOO, son of TAKOOR, 45 years, Brahmin (Sookul), of Purendah.

Cultivator VIII.				B. B.	
No.					
No. 685	-	-	-	1	0
" 688	-	-	-	2	18
" 690	-	-	-	1	4
" 716	-	-	-	2	16
" 638	-	-	-	1	4
" 671	-	-	-	1	6
" 673	-	-	-	2	2
" 680	-	-	-	3	18
" 681	-	-	-	3	2
" 691	-	-	-	2	6
" 711	-	-	-	0	18
Total				22	14

My ancestors came with ancestors of talookdar into this village 40 generations ago at least. I hold 22 beegahs 14 biswas, and pay Rupees 60 rent. Fields as per margin. They have been held by my family for generations. We have always paid the same rents; could not, indeed, be increased, and leave it worth one's while to hold them. I would give them up rather than pay more; but the talookdar may do as he pleases. I am his ryot; he is my master. I know of no cultivator who has any right to hold his lands against wishes of talookdar, or who would claim such right.

GYA PERSHAD, son of DABEE PERSHAD, 68 years, Brahmin (Misr), of Purendah.

Cultivator IX.				B. B.	
No.		No.			
No. 41	-	278	-	1	8
42	-	355	-	3	0
289	-	356	-	3	7
290	-	358	-	1	0
297	-	361	-	2	1
311	-	362	-	2	14
312	-	363	-	2	0
352	-	364	-	2	0
368	-	360	-	1	19
373	-	369	-	2	4
385	-	370	-	3	10
423	-	94	-	3	0
170	-				
71	-				
117	-				
Total				73	2

My family have been three generations in this village; my grandfather having come here from Baiswarra. I hold 73 beegahs 2 biswas, and pay Rupees 76 rent. Fields as per margin. These fields have never been altered; we have always held them. Rent has never been increased; the talookdar was pleased not to increase it, though I acknowledge his right to do so if he pleases. Rajah Sahib is master, as he gave the land; he may resume it or he may increase rent. I would not complain if ousted; why should I? I have no right to the land. There is not a single cultivator in the talooka who could hold his land against the wishes of the talookdar, or who could not at once be ousted at pleasure.

ROSHUN LALL, son of BHOWANEE PERSHAD, 64 years, Kyeth, of Dubowlee.

I have held office since 1261 Fuslee. These cultivators have stated correctly that they are old cultivators, and their rents have never been increased; and for this reason,—that the Rajah, when he gave land to a cultivator, always at once took the full rent, and afterwards there remained no room for increase. I know of no cultivator who could not have been ousted at pleasure of talookdar.

*Camp Asseerun, the 3rd January 1865.*

Order.—To attest the statement of these cultivators it will be well to examine the old village papers. Sudder Moonserim will proceed to village, and forward list attested by putwaree and cultivators.



28th January 1865.

Read Report of Sudder Moonserim, and from inspection of old papers possession as follows :—

## JUGGURNATH, Cultivator I.

Fuslee.				B.	B.			RS.	A.	P.
In 1259	he held No. 519	-	-	1	8	-	-	Rent	3	5 0
„ 1260	Ditto 519	-	-	1	8	-	-	Do.	3	5 0
„ 1261	Ditto 519	-	-	1	8	-	-	Do.	3	5 0
„ 1262	Ditto 519	-	-	1	8	-	-	Do.	3	5 0
„ 1263	Ditto 519	-	-	1	8	-	-	Do.	3	5 0

All the rest of this cultivator's land is new since annexation, formerly having been in Rajah's seer.

## RAMDEEN, Cultivator II.

Fuslee.				B.	B.					
In 1259	no holding.									
„ 1260	he held Nos. 649 & 655	-	-	2	19	-	-	Rent, Rs.	5	12 0

Held these fields up to annexation, since when he has taken the remainder of his holding.

## PERSHAD, Cultivator III.

In Nawabee these fields were entered in the Rajah's seer.

## CHUTREEA, Cultivator IV.

Fuslee.				B.	B.					
In 1259	he held No. 409	-	-	4	19					
	Ditto. 714	-	-	2	1					
Total				7	0	-	-	Rent, Rs.	4	0 0

Remaining fields always entered as in the Rajah's seer. Held these two fields up to present time.

## DHOKUL, Cultivator V.

This cultivator has only held land since annexation.

## HURMUNCHUL, Cultivator VI.

No trace of this cultivator in old papers ; fields in Rajah's seer.

## FUTREY SING, Cultivator VII.

Fuslee.				B.	B.					
In 1259	No. 509	-	-	2	17					
	510	-	-	1	15					
	511	-	-	1	19					
	557	-	-	0	19					
Total				7	10	-	-	Rent, Rs.	19	0 0

These fields have been held up to present time. Rest of land was in the Rajah's seer.

## BABOO, Cultivator VIII. .

Fuslee.		No.		B.	B.
In 1259	-	-	No. 685	-	1 0
			688	-	2 18
			716	-	2 16
Total				-	6 14 - - Rent, Rs. 4 0 0

These fields have been held up to present time; remainder of land since annexation; formerly held partly in seer, partly by other cultivators.

## GYADEEN, Cultivator IX.

Fuslee.		No.		B.	B.
In 1259	-	-	No. 44	-	3 12
			239	-	3 18
			297	-	1 2
			312	-	4 3
			368	-	2 1
			378	-	3 8
			423	-	3 6
Total				-	21 12 - - Rent, Rs. 22 12 0

Same fields up to 1263 Fuslee. Present holding chiefly since annexation. In Nawabee remaining fields, now held by cultivator, were entered as in the Rajah's seer.

*Camp Nawabgunj, the 16th February 1865.*

*Judgment.*—In this village, which belongs to a small ancestral talooka, though many of the cultivators claimed to have held for many years, they disavowed having any right of occupancy or any rights whatever. The fact appears to be, that the talookdar for some years past has been taking full rent; and as no cultivator would pay a higher rent, and these men gave no trouble, they were left in peace. Unfortunately, there are no papers by which their asserted length of occupancy can be verified, as nearly all the land in the talooka was formerly recorded in the talookdar's seer, he having formerly obtained a grant of 1,500 beegahs of seer at a nominal rental. As all the persons in this village are unanimous in saying that tenant rights, that is, permanent heritable occupancy at fixed or varying rates against the will of the landlord, was unknown in the Nawabee, this case is consigned to record chamber.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

*Camp Poorwa, the 15th November 1864.*

*Kusba Puchum, Pergunnah Poorwa, and adjacent villages.*

*Present:—SHEODEEN, Lumberdar, and Cultivators.*

LALLA, son of GUNGGOO, 50 years, Kachee, of Kusba Puchum.

My grandfather, Luchee, came from somewhere north, Tukree Mahdoya, in Zillah Lucknow. He came many years ago, before my father's birth. He came to his mother's brother, whose family left this some eight years ago. He first held the land I now hold, 2 beegahs 18 biswas, No. 1515. He paid Rupees 6. My father was made to pay up to Rupees 20 for this same land, and when he died I had to pay Rupees 44 at annexation. I was let off Rupees 7, and now only pay Rupees 37. I never lost in the Nawabee. I gave it up once; that was in 1264 Fuslee, but took it again the next year. The zemindar always had the right to oust me, but he never did.

SHEODEEN, son of JOWAHIR SING, 47 years, Brahmin, of Kusba Puchum.

Lalla has held for last three generations. I never saw his grandfather; but his father, who died about 18 years ago, always paid Rupees 44. On his death Lalla inherited his land, and continued paying same rate. We never ousted him. He sometimes absconded; but as nobody could pay an equal rent, we always brought him back, giving him the same land. No other class could pay same rent. He grows tobacco, poppy, vegetables. I can show his holding in my old papers.

Lumberdar.

CHUNDEE, son of HURBUNS, 55 years, Kachee, of Kusba Puchum.

My grandfather, Sonee, came from Tolahree, Zillah Roy Bareilly, many years ago. My father, who is about 80 years of age, was born here. How long before this my grandfather came I know not. I cannot tell much about my holding; but my father will come, and, though very old, may be able to explain matters.

Cultivator II.

NIHAL, son of BHAGOO, 25 years, Kachee, of Kusba Puchum.

My grandfather, Newaz, came to village. Don't know how or when. He came many years ago. My father was born here. He died three or four years ago. He was very old, nearly 100 years of age. I hold 2 beegahs 7 biswas; rent, Rupees 26. I only obtained this a few years before annexation. Our old holding was lost when we absconded to Surwun. We remained four years in that village, and were then brought back by the chukladar's brother, and received the land we now hold. Our old holding quite passed out of our hands when we absconded; this land is new. When we left we held 9 beegahs of land, and paid Rupees 114.

Cultivator III.

SHEODEEN re-examined.

The above is correct.

MUSSUMAT MOULEE, widow of CHUNDEE.

The putta is in my son's name, Futtooa. My husband's family have resided in the village for many generations. The land, 1 beegah 4 biswas, rental Rupees 18, which I now hold in my young son's name, has been held by us for last 11 or 12 years. My husband's old holding was lost to us a short time before. I lost my husband, and gave up the holding, and the zemindar took it into his seer.

No. IV.

SHEODEEN re-examined.

When the woman gave up her husband's old holding I took it into my seer. It amounted to 3 beegahs 16 biswas; rental, Rupees 44. I made it over to Chundee's brother, Bikharee, who has cultivated it as mashikmee ever since at a lighter rent.

Lumberdar.

BIKHAREE, son of DHURNEE, 55 years, Kachee, of Kusba Puchum.

I am Chundee's elder brother. He died five years ago. I have only held the zemindar's seer for last two years. This land was lost some years ago in the Nawabee. We could not pay the jumma; so gave it up, and took other land. My sister-in-law states incorrectly when she says we lost on Chundee's death; he lived some years after giving up the land. Yes, the zemindar could always oust us when he pleased.

HURBUNS, son of SONEE, 80 years, Kachee, of Kusba Puchum.

My family have been in this town for last five or six generations. In the Nawabee I held 4 beegahs 7 biswas. Sometimes held, sometimes lost, when we absconded; recovered when we returned. Don't remember exactly how much we paid. As well as I can remember, it was about Rupees 74. In 1248 Fuslee we had to pay Rupees 104, that is, I and Ghassee, who held about the same land as I did. We then absconded, but, after remaining away a few months, were brought back by the chukladar, receiving the same land at a lower rent, Rupees 44. Ghassee had to pay the same sum for his land, 4 beegahs 8 biswas, so that our united rent amounted to Rupees 88. The zemindar was owner, and, of course, he had the right to oust us whenever he pleased; but we paid best, and he never did so. I now hold 5 beegahs 7 biswas; rent, Rupees 65. We increased our holding in 1264 Fuslee, at request of Sheodeen, the zemindar.

No. II.

SHEODEEN re-examined.

The above is correct.

DOOREEA, son of MUTHAIE, 45 years, Kachee, of Kusba Puchum.

My father came from Bhetowlee before I was born. I hold 2 beegahs 10 biswas; rent, Rupees 33. This land I obtained myself. My father's holding was taken by my brother Gyadeen, who now holds. I got this land about 10 years ago. My father died about 30 years ago. My mother and myself continued holding the land and supporting the family. About three years ago we had a quarrel, and I gave my father's holding up to my brother, contenting myself with this. I never lost possession. I know nothing about custom, whether zemindar had right to oust us or no: all I know is we never lost. This land was formerly held by Ghassee, who has lost his holding. The land belongs to the zemindar. I have no right to this land. My brother is present.

No. V.

GYADEEN, son of NUTHAIE, 35 years, Kachee, of Kusba Puchum.

I hold 6 beegahs 15 biswas; rent, Rupees 69. My father's holding is not now in our possession; we exchanged it for this land 15 or 16 years ago. My father's holding amounted to 2 beegahs 15 biswas, at a rental of Rupees 27, and as it was far for us to go, we got other land for it. This I now hold. I formerly paid Rupees 50 for it; gradually increased up to present rent. We exchanged land in 1256 Fuslee. The 2 beegahs 15 biswas were given to other cultivators when we gave them up last year. However, my brother, Girdharee, again obtained it from the lumberdar, who gave it willingly. We had no right to it.

No. VI.

LUGPUTRAIE, son of MOONOO LALL, 50 years, Kyeth, of Kusba Puchum.

Called by Court.

In the time of Asuf-ood-dowlah my grandfather and his brothers obtained a maafee of 500 beegahs as follows:—

40 beegahs in Kusba Puchum.

460 „ „ Futteygunge.

We still hold this land, though, since 1270 Fuslee, we have been obliged to pay rent for it at full cultivator's rates. The Sunnud was plundered; we did not sue to have our maafees confirmed. I was ill, and the time passed away.

SHEODEEN re-examined.

This statement of Lugputraie's is perfectly correct. I have no right, according to the custom of the country, to oust a person cultivating and holding land under these conditions; nor is it the custom of the country to oust from their holdings maafeedars to whom the land was given by our ancestors. The town servants, such as Dhobies, Lohars, Buraies, &c., do not hold land; they are paid by the residents: but with regard to pure cultivators, it is not the custom to allow them any rights in the land; we do with them what we please. We never ousted the Kachees, because nobody could pay like them. Had we any other class who would pay a higher rent, of course that other class would obtain the land. Village maafeedars had

Lumberdar.

right of transferring their rent-free lands to others by sale or mortgage. Village servants had the same, but the person receiving it must do the work, in this case, of the person so parting with his land.

#### LUGPUTRAIE re-examined.

I cannot remember one cultivator whom the custom of the country or the former Government officials would maintain in possession of his holding when the zemindar turned him out, or wished to do so. Village maafeedars and servants are different; the latter were never ousted. I do not remember a case in which the zemindar ever interfered with a village servant. From the time the maafee was given, up to 1260 Fuslee, my land was held rent-free by us.

SOOKHNUNDUN, son of PHERA SING, 75 years, Brahmin, of Kusba Puchum.

My mehal is separate from Sheodeen's. Lugputraie has some land in my mehal; it was formerly maafee; has been maafee for 50 years or so. Only after regular settlement commenced taking rent; now pays at cultivator's rates. I have no right to oust him; never had any right. Pure cultivators were ousted as we chose. Village servants held their maafees only so long as they did work. Could not oust them so long as they consented to work; only on their refusal to do so could they be ousted, and others put in. Village maafees could not be resumed; it was not the custom to resume maafees once given.

MAHANARAIN, son of SURBUS LALL, 45 years, Brahmin, of Mirree Bungaon.

I am lumberdar of both villages. I have heard Sookhnundun's statement regarding former custom as to cultivators, maafeedar, and village servants; it is correct in every respect. Village servants had right in their maafees or holding of transferring them by mortgage and gift.

RAMDEEN, son of MEHR LALL, 56 years, Kyeth, of Tulhoree, Gungdasspore and Gudhurooa.

Same as Mahanarain in every respect.

SHEO BUKSH, son of MUNSOOKH SING, 45 years, Mahraor of Bygaon, Pasha Khera, &c.;  
SHUNKUR LALL, son of MOHUN LALL, 50 years, Kyeth (ex-Canoongoe), of Poorwa.

Our statements are in every respect same as the others, cousins-german having no proprietary right. They to whom we gave land for support, received no right of occupancy; as maafeedars and village servants their holdings were held at pleasure, and if they quarrelled with us we turned them out.

SOOKHNUNDUN, MAHANARAIN, RAMDEEN.

This latter statement regarding cousins having no proprietary right is perfectly correct.

*Camp Utturdharee, the 10th January 1865.*

*Order.*—In this village there are no regular cultivators claiming right of occupancy; all the pure cultivators allowed that they had no such right. Lugputraie, an ex-maafeedar, holding a very large estate, has this year been assessed. The zemindars allow that they have no right to oust this man, as the land belongs to him; but as it has been included in their estate, and assessed, they have taken rent. This can hardly be considered a tenant right, as the proprietary right in the land evidently belongs to him, and he ought to be treated in the same way as any other ex-maafeedar; consequently orders will be issued separately regarding him.

The only persons to whom consideration appears to have been shown were village maafeedars and village servants. It is clear that it was not the custom of the country

to dispossess the former under any circumstances, or the latter so long as they performed the work for which they received their lands; and they also appeared to exercise the power of alienating their plots of land. In another case, I may remark, I have procured several mortgage deeds executed by maafeedars when borrowing money on security of their holdings. Ordinary cultivators, of whatever length of holding, never appear to have acquired any rights of any sort or description, and in this district I have never found one who had really held their same holding any number of consecutive years.

This case will be consigned to record chamber.

(Sd.) G. B. MACONOCHE,  
Settlt. Officer.

*Camp Oonao, the 10th December 1864.*

*Mouzah Bazeedpore, Pergunnah Oonao.*

JEYSOOKH, Sookul, vs. OOMRAO SING, Talookdar.

BUDREE, son of JEYSOOKH, 40 years, Brahmin (Sookul), of Oonao Khass.

My father has gone to Lucknow; I have sued for him. I claim to hold 22 beegahs 2 biswas of land, at a rental of Rupees 40. I claim right of occupancy at fixed rates. Fields as per margin. We have held these fields for last 30 or 35 years. Toorab Ali, the former zemindar, gave all but those marked \* which were given by Munsub Ali about 16 or 17 years. In the Nawabee we paid Rupees 40; but in 1267 Fuslee, when Oomrao Sing obtained village, he increased rental by Rupees 10; since then I have paid Rupees 50. This year he claims a further increase of Rupees 16. I have not yet taken the putta. I cannot say how much we paid before. We received the three fields from Munsub Ali; we received them in place of the kulwa fields which Munsub Ali took from us to give in maafee to Awuz Ali, Moonshee of the chukladar. Awuz Ali wished for these fields, and of course received them. I received the others at same rent. There were two beegahs in the kulwa fields, and we paid Rupees 5 rent. Munsub Ali was the grandson (by daughter) of Toorab Ali, for whom he managed village. No zemindar could oust any cultivator; the zemindar was not owner of his village; he was really only a farmer, and could not dispose of his land by sale or mortgage. I cannot say now if this is correct.

	No.	B.	B.
	189	- 1	16
	190	- 2	6
Out of	191	- 0	1
	192	- 1	16
	224*	- 0	19
	225*	- 0	18
	235	- 0	7
	236	- 1	15
	237*	- 1	9
	447	- 0	15
	448	- 0	10
	449	- 0	10
	450	- 0	14
	451	- 0	6
	455	- 0	5
	463	- 0	2
	464	- 1	7
	516	- 1	16
	517	- 1	10
	518	- 1	2
	520	- 0	6
	521	- 0	6
	545	- 0	13
	446	- 0	2
	457	- 1	10
Total	-	22	2

The deeds of sale and mortgage were sanctioned by the King and his officials. In the Nawabee a cultivator could not mortgage or sell the land. I could not do so. The zemindar was owner of the soil. I could not be ousted, as I had held for a long time; I said 30 years, but it may have been more. Had I been ousted I would have complained; being a respectable man, I should have been listened to. I mean, by respectable, Brahmins, Thakoors, Kyeths. Other castes were not so listened to. I don't know what is meant by chupperbund and pykasht assamee; that is, I am a pykasht. I cannot give any proof that a cultivator who had held for a long time could not have been ousted. I sued to keep my land, but I cannot prove that, according to Nawabee custom, I had any right to be maintained in possession.

SHEOCHURN LALL, agent for defendant.

I reply to this, that the zemindar and talookdar always had right of ousting any cultivator they pleased. I can say nothing about cultivator's Nawabee holding, as my principal had then nothing to do with village. I don't know who was the old putwaree, or where he resides. Increase was made to plaintiff's rent in 1267 Fuslee; he did not complain.

Defendant's agent.

BUDREE re-examined.

I cannot say that zemindar had not such a right; but as no one ever exercised it against me, I supposed they had it not. I can produce no evidence to prove existence of right claimed. I have no puttas; all were lost in the Nawabee. The old putwarees were Mokhee Lall, Mehee Lall, (290.) Y y 3 Hoshram,

Plaintiff.

Hoshram, and Newulraie; they are all alive. I sometimes received puttās; when did not receive any, did not ask permission to cultivate. I can give evidence to prove my possession and non-increase of rent; but I can give none to prove that this arose from my right, and not from the pleasure of the lumberdars. Hoshram was putwaree in Rambuksh's time, Mehee Lall in Toorab Ali's time, Newulraie in Munsub Ali's time.

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*Order.*—Rambuksh, Hoshram, Newulraie, Mehee Lall; Mokhee Lall is dead.

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*Oonao, the 12th December 1864.*

MEHEE LALL, son of KHOOSIALCHUND, 50 years, Kyeth, of Asakhera.

I was putwaree in this village in 1248, '49, '50 Fuslee; never before or since. I remember that Jeysookh, Brahmin, held land in village; don't remember how much. I know that he always held possession of land; but this was at pleasure of lumberdar, who could at once have ousted him had he pleased. I never saw a cultivator who had any right of occupancy at all, much less at fixed rates; every cultivator was liable at pleasure of zemindar to be ousted, or have his rent increased. No greater consideration was shown to an old cultivator than to a new one.

KHOOSIALCHUND, Karinda, of Rambuksh.

I have been karinda since 1260 Fuslee; have held this village from 1257 to 1261 Fuslee. Jeysookh held some land; I don't know how much; I believe some 22 beegahs or so. Hoshram was putwaree, also Gungadeen; either will be able to answer all questions. I never heard of any cultivator with any right whatever. I don't speak in this case particularly, but I speak of the custom of the country; such a right as right of occupancy by a pure cultivator was a thing unheard of and unknown.

BUDREE re-examined.

The above is correct, and I will further allow that until British rule no one knew what a mouroosee cultivator meant.

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*Camp Utturdharee, the 4th January 1865.*

*Order.*—The statement of Budree regarding length of possession had better be tested. Sudder Moonserim may do this, getting papers from any of the former putwarees or Rambuksh.

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*10th February 1865.*

Sudder Moonserim has not yet sent in report.

BUDREE re-examined.

I will call evidence to prove lengthened possession. Two witnesses have already been examined; in addition I call Buksho; no one else. I have no papers of any sort.

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*Order.*—The witnesses Hoshram and Buksho to be summoned.



*Camp Oonoo, the 11th February 1865.*

HOSHRAM, son of KASHEERAM, 53 years, Kyeth, of Muswassee.

I was putwaree from 1257 to 1260 Fuslee. I have no old papers. I cannot remember

Witness for Jeysookh.

how much land Jeysookh, Sookul, held in those years, nor can I remember his fields. I never heard of a cultivator who could in the Nawabee hold land against the wish of the lumberdar, or whose rent could not have been raised, or who could not have been ousted. If the zemindar wished it, he could always oust any cultivator, whether he had held for one year or many. No attention whatever was paid to old cultivators. I cannot remember now whether Jeysookh's rent was increased or no.

Case for Monday. Bukshoo to be sent for.

*Camp Oonao, the 13th February 1865.*

BUKSHOO, son of BIKHAREE, 70 years, Lodh, of Bazidpore.

Jeysookh has held land in this village for last 50 years. I remember his getting land.

Witness for Jeysookh.

Toorab Ali first gave him this land, four or five fields, beejur fields; gradually increased by Rambuksh, Munsub Ali, and other farmers. Rambuksh gave the Koomehnee Talook 4 beegahs 10 biswas; Mehdeea Talook, 6 beegahs; Beejur Talook, 5 beegahs; that is, Munsub Ali gave part of these and Rambuksh part. How can I remember when each individual field was acquired? Rents were sometimes increased; but as he was a Brahmin, by a little flattery he managed to get let off some portion, and he never lost what he once acquired. The kuboolyutdars always had the power of ousting him had they chosen to do so, but he was always treated well, for the reason above explained; he was a Brahmin. I know of no cultivator who could not have been ousted, or whose rents could not have been raised. An old cultivator, however, was not wantonly ousted, though, of course, the zemindar had the right to do so, had he chosen, in Jeyt (commencement of agricultural year).

GOUREE SHUNKOR, Putwaree.

I have got the papers of 1252-53 Fuslee from Jowahir Sing of Singrose, who held village in farm that year, and those of 1263-64 Fuslee, which I received from the tehsil, when taken out of Munsub Ali Karinda's house.

Fuslee.	B.	B.	Rs.	A.	P.
In 1252 - -	6	18	Rental, 22	10	0
„ 1253 - -	10	15½	Do. 32	8	0
„ 1263 - -	17	15½	Do. 36	0	0
„ 1264 - -	20	6½	Do. 41	6	0

*Judgment.*—Jeysookh Sookul, of Oonao khass, sues to be recorded as a cultivator with right of occupancy at fixed rates, 22 beegahs 2 biswas of land, (Nos. noted,) at Rupees 40 rent, through his son, Burdee, who appears for him. He claims to have held these fields, with exception of Nos. 224, 225, 237, for last 30 years, at the same rent. These fields he received from Munsub Ali, who gave them in exchange for some land belonging to his old holding, which were required by a friend, Awuz Ali. He allows that rights of occupancy were unknown in the Nawabee, but urges that, as he has held a long time, and never paid any increased rent, he ought now to be so recorded. The Court would, upon claimant's own statement, have rejected his claim, as the orders are to investigate and decide according to old Nawabee custom only. Finding that in this district no cultivators had ever held for any lengthened period the same fields, the Court considered that it would make the case more complete to have his length of occupancy investigated; and as about the same time claimant has complained that this Court was only investigating into former custom, and not length of possession, a further inquiry to possession has been made. Claimant's own witnesses do not attest his claim. The three putwarees are unable to say what or how much land he held in their time. Bukshoo, mukkudum, states that cultivator first got a little land from Toorab Ali, which was gradually increased by Rambuksh, Munsub Ali, and other farmers. So that it is clear, even by the statement of his own witness, that his holding has not been continuous. And this man further states that he escaped increase of rent solely in consideration

consideration of his being a Brahmin, who were always, it is well known, regarded as holy men and persons to be treated with favour; but he allows that, had he given the kuboolyutdars any cause for displeasure, they could have ousted him, and increased his rent at pleasure. After much difficulty the Court has managed to get some old village papers. More difficulty has been experienced in this than in other cases, as the village was constantly changing hands, and the present owner only received it after disturbances in reward for his loyalty. From an inspection of these papers the Court finds that —

Fuslee.	B.	B.	RS.	A.	P.
In 1252 the cultivator held	6	18	-	-	Rent 22 10 0
„ 1253 ditto	10	15½	-	-	Do. 32 8 0
„ 1263 ditto	17	15½	-	-	Do. 36 0 0
„ 1264 ditto	20	6½	-	-	Do. 41 6 0

This quite disproves claimant's statement regarding length of occupancy of his present holding, which he claimed to have held uninterruptedly at the same rent for at least 30 years. His claim cannot stand either by length of possession, if hereafter it is decided that such gives a right, or by Nawabee custom, which is clearly in direct opposition to the claim.

*Decree.*—Claim to be recorded as cultivator with right of occupancy of 22 beegahs 2 biswas, at a fixed rental of Rupees 40, rejected.

This case will now on its completion be sent to the Commissioner for inspection.

(Sd.) G. B. MACONCHIE,  
Settlt. Officer.

From the Settlement Officer, Durriabad, to the Commissioner of Lucknow,—No. 68,  
dated the 16th March 1865.

In submitting Report of Assistant Settlement Officer, in reply to Circular No. 97 of 1st November 1864, I have the honour to state that I purpose at an early date detailing the steps taken by the Extra Assistant Commissioner in furtherance of the investigation, and also to remark on certain cases which the Officiating Deputy Commissioner has sent to this department as bearing relation to the matter at issue.

I regret the great delay which has occurred.

From H. B. HARRINGTON, Esq., Assistant Settlement Officer, Durriabad, to the  
Commissioner, Lucknow,—dated the 15th March 1865.

In reply to your letter of the 11th instant, No. 42-644, I have the honour to state that proclamations in 50 separate villages were issued, and non-proprietary cultivators claiming a right of occupancy were invited to come forward. Not one has responded to the call. This was the first step in the procedure laid down in Circular 46, dated 10th June 1863.

2. I must admit that the further step laid down in paragraph 8 of that circular has not yet been carried out by me.

3. As no non-proprietary cultivator has claimed a right of occupancy, no list has been drawn up in accordance with paragraph 6 of the Financial Commissioner's Circular No. 5-125 of 1864; nor would such a list be furnished by talookdars and canoonagoes; for whilst subordinate proprietary rights are acknowledged with tolerable readiness, the rights of mere occupants are universally decreed.

4. I have, therefore, been unable to apply the procedure of paragraph 8 of Circular 46 of 1863 in the manner contemplated in paragraph 6 of Circular No. 5-125 of 1864.

Memorandum from W. C. CAPPER, Esq., Settlement Officer, Lucknow, to the Commissioner, Lucknow Division,—dated the 21st February 1865.

Has the honour to report that Settlement Officer and Assistant Settlement Officer have called up all the cultivators of several villages, and taken down their statements. The Sudder Moonserrim and Extra Assistant Commissioner in every village they reach search

search for such rights, but no claim has as yet been advanced, and consequently no judicial orders have been passed. The absolute non-existence of such rights as cultivators only is, I believe, certain in this district.

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From the Commissioner, Lucknow Division, to the Settlement Officers, Lucknow and Durriabad,—No. 739, dated the 20th March 1865.

I have the honour to acknowledge receipt of your letters, No. and date as per margin, which inform me that no investigation had yet been commenced on the Financial Commissioner's Circular No. 5-125, because no one had advanced claims to occupancy rights.

Durriabad, No. 68, dated 16th instant. Lucknow, memorandum, dated 21st ultimo.

2. Considering that the Government had directed the enquiry, and that the subject has not been disposed of simply because actual claims were not advanced, I can but express surprise, after repeated requisitions, both written and verbal, that you should have neglected to pay the attention to it that so important a subject demanded.

You will be good enough to consider it imperative on you to make a complete enquiry as directed in the circular referred to.

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From WILLIAM C. CAPPER, Esq., Settlement Officer, Lucknow, to Lieutenant-Colonel L. BARROW, C.B., Commissioner, Lucknow Division, Lucknow,—No. 878, dated the 28th March 1865.

Although not prepared to report conclusively on the subject of Financial Commissioner's Circular, No. 5, of 24th October 1864, and No. 6, of 16th December 1864, the latter of which, with the cases from the district, were received late in February 1865, I have the honour to report with reference to your letter, No. 739, of 20th March 1865, and your takeed of 23rd March.

2. I do so with diffidence, as the ideas intended to be conveyed by the different terms used are nowhere precisely defined, and the analogy of English law terms does not necessarily obtain.

3. I presume that "rights" include all benefits or powers,—1stly, which accrued from written law, and were or could have been enforced by the constituted courts or the administration of the former Government; 2dly, those not dependent on written law, but recognized as of custom by the local punchayets of the village or district, and enforced by them with the common consent of the people; or, 3rdly, such as, unknown to the inferior organization of the Native Government, would, at the introduction of our rule, from the analogy of European common law, give the holder a title to prescribe against his lord;—and that the first question is, whether any such rights are recognized or enjoyed by non-proprietary cultivators, that is, by cultivators resident on the estate without power of alienating the lands cultivated by them.

4. With reference to such cultivators, I cannot find any written Mahomedan or Hindoo law constituting such a right; nor among the very many papers that have come under my cognizance during the judicial enquiry into the landed property of half the district can I recall or find any document showing that such a right was at issue in any suit before the Government Courts, or formed the subject of petition to the executives; and the surviving officials of whom I have enquired declare that such right was unknown to them. Nor do I find any written decision of a punchayet, nor has any such been advanced, in which the right has been recognized as of custom; and the pergunnah chowdries and canoongoes are unanimous in declaring that no such claim has been advanced based on occupancy only without reference to alleged lease, grant, or proprietary title. Whether the village residents have occasionally admitted none such claim, or are willing in exceptional cases now to admit it, I cannot as yet determine. In the enormous majority of villages the existence of such a right is denied both by cultivators and proprietors; and if they are anywhere found, I imagine it will be accounted for by exceptional conditions of the village.

5. There remains the third class; and to decide this point it will be necessary to notice the nature of the right in question, and the status of the class in whom it is thought that it may be found to vest. The right apparently should be hereditary, but inalienable, and may vary from the right of perpetually cultivating fixed fields at a fixed rent to a preferential title to cultivate some fields (which may constantly vary) in the estate, so long as the proprietor's demands are fulfilled. There is not, I believe any analogy to such a right known to the feudal law of Europe, although, doubtless, after the Mussul-

man invasion, and probably previously to that, a very close analogy can be traced in the more clearly recognized tenures. It is not an ordinary "base" tenure, for the condition is payment of rent, and not service; and the base tenures have their analogy in the well-recognized chakranah holdings. It is not a "paravail" tenure, for there is not alleged any grant by the mesne lord; and such tenures are found in the holdings of shunkullupdars, bastards, &c. And it is not a "soccage" tenure, for, although a holding by rent in money, there is no power of aliening the right. It is not the "right of occupancy" of the natural law, for it is assumed that there is an existing proprietor of the land. And I am therefore driven to the conclusion that it is a benefit unknown to Hindoo or Mahomedan written law, and to the analogous law of feudal Europe, and therefore, we may fairly assume, no right at all; or it is a variation from the circumstances out of which grew the copyhold tenures of England. And as to the class, in this district cultivators are known only as chupperbunds or residents, and pykashts or non-residents. In the large majority of villages there is no distinction known between the chupperbund of three generations and the one of three months, save that from the latter security might be taken, whilst none would be required from the former. Under any system of government, especially under the disorganized one which exacted the highest possible revenue from the landowner, it is clearly the interest of the landowner to attach to himself a reliable body of cultivating tenants; and the temperament of the Native, which delights in a following of retainers, &c., would increase the desire. Hence chupperbund assamees have naturally privileges as against pykashts. The thatching grass, trees on boundaries between fields, and jungle wood are generally at their disposal; and the rents exacted are generally, *cæteris paribus*, lower than those paid by pykashts. And one great reason for this last privilege is, that though, to the great loss of the land, manure is allowed to be removed from the village and sold for fuel, yet a cultivator is not allowed to remove manure from his own village for agricultural purposes in another; and consequently a pykasht rapidly destroys the productive power of the field, which a chupperbund by manuring perpetually renews. Hence it is clear that chupperbunds may have privileges as compared with pykashts, without acquiring any right as against the village proprietors. But does a chupperbund, by cultivating either the same or different fields in one village continuously for two or more generations, acquire thereby privileges in excess of those engaged by other chupperbunds, and which can be maintained against the lord? Originally all must have settled by the will of the lord, and in the absence of any formal agreement must have been tenants-at-will, and in fact they were "villeins." The tendency, however, under the Native Government was not for them as a class to acquire rights as against the lord, but to reduce them to the condition of serfs. Under the late Native Government the zemindar or farmer of the time constantly complains that such a cultivator has absconded, and the officials of other districts are called on officially to arrest him, and make him over to his master; and, indeed, now among the village community to refuse to cultivate is looked upon more generally as an offence against the State than the majority of the actions against which the Penal Code is directed. But undoubtedly "villeins" could acquire rights by prescription; "for the good nature and benevolence of many lords of manors having time out of mind permitted their 'villeins' and their children to enjoy their possession without interruption in a regular course of descent, the common law, of which custom is the life, now gave them title to prescribe against their lords, and in performance of the same services to hold their land in spite of any determination of their lord's will." They held by the custom of the manor, as well as by the will of the lord; and the custom being preserved in the manor rolls, they relied on copies of these rolls, and hence became known as copyholders. And I imagine that the argument similarly is that certain "villeins" having in this country been allowed to cultivate for generations, payment of rents instead of service being the condition, they have now a title to prescribe on continuance of the same payment.

And admitting that such title might arise, I think it certain that there must be a well and clearly defined service, that the possession must have been clearly defined, and that it must have been held without interruption and time out of mind; and that, consequently, when the rent paid has fluctuated, or the lands changed at will of either party without specific contract, the new lands now made over are in lieu of others to which the holder was entitled; or when the tenure has been interrupted, or when its commencement can be clearly traced, or is so recent as not to be beyond the memory of man, there is no title to prescribe, and the cultivator's holding, in the absence of specific agreement, is terminable at the will of the lord.

And when one considers the condition of this district many years previous to annexation, and the difficulty with which even proprietors and lords of manors maintained their rights, and that disorganization arising from the prevalence of the law of might against right

right was, as we were informed at annexation in 1856, the main reason for the introduction of British rule, I cannot but think that there will be very few cases in which a title cognizable under the analogy of common law will be shown.

6. Where I have found such, as yet they are in kusbas, where no zemindar was recognized in villages, where the proprietor has disappeared, or where the right is clearly derived from grant; but even under such conditions I have not found one not claiming a seer or *quasi*-proprietary holding petitioning the officials of the Native Government for redress against ouster, or a son claiming to succeed his father as cultivator.

7. Another question seems to be, whether all non-proprietary cultivators in Oude are tenants at the will of the landowner. If "non-proprietary" mean all those cultivating in the village, save members of the proprietary body, who, in virtue of a fixed share, are entitled to a statement of the village accounts, the statement would require modification. I myself hold that in the system of the North-western Provinces there exists an original plan, and that the holders of under-proprietary rights were confused with cultivators. And further experience has shown me that, whereas in my original report on this subject I said that there were traces in Oude of rights of under-proprietary cultivators, I had myself fallen into this error; and I am clear now that, save in the instances of prescription mentioned above, cultivators as such cannot be decreed rights adverse to the will of the lord. But, on the other hand, there are a good many classes of persons who are in danger of being included among cultivators, but who possess clearly ascertainable proprietary rights. I am not sure, however, that we are called on to report on this point. The classes are generally grantees, such as "shunkullupdars," &c., descendants of former zemindars, who, losing their main title, have retained specific lands on specific conditions; sweepers whose "chukranah" grants in this district appear to be irresumable; bastard sons of proprietors who, not taking a share by inheritance, have been allotted certain lands as maintenance; holdings given over as blood-money, to the heirs of the murdered by the murderer; lands once covered by buildings which have subsequently gone to ruin and been removed; lands given for suttee, but subsequently cultivated; grove lands subsequently cultivated, on which no rents have been collected for years; patches of land sold or mortgaged, the mortgage never having been redeemed; grants to heirs of men who had fallen in the service of the lord; and there may be others which I cannot now recall.

8. The service tenures also, whether chukranah or mokuddumee, might require strict definition, more especially on the point as to whether, after uninterrupted course of descent, the service is now terminable at the will of the lord, or whether the holding is good as long the holder performs the service, or, being willing, is only prevented from doing so by the lord himself. These, however, are not purely occupancy tenures, but conditional, so may not fall within the scope of the circular under review.

9. With reference to one part of paragraph 8, as to titles by breakage of waste, if the breakage of lands not included in the assessed area (*kharyool jumma*) was authorized by grant of the officials of the time, the grantee would now be proprietor of those lands; if, however, broken up, by an ordinary cultivator by consent of the landlord. These are generally recognized rules.

In some places rent-free the first year, "buttaie" or half the produce the next, and a cash rent for the third year, assessed by the landlord, which would not generally be increased for some years.

In others the division of crops is "puchdoee," the cultivators for five years paying two-fifths to the lord, after which the rent is fixed by the landlord as above.

In others the division is "teekul," the cultivator paying one third of the crops for three years.

Other terms, however, may be specially agreed; but I am certain the cultivator obtains no right of permanent occupancy by breakage.

10. With reference to the enquiries made in compliance with the orders, no claims by cultivators being advanced, those of two or three generations have been called up and statements taken.

In Alleenuggur Sonaira, Peepursund, Gouree, Chundrowul, Ruheemabad, Ushruf-nuggur, Matee, Bhutgaon, Chilawan, Tewareepore, Simra, Peeareepore, 12 villages, the hereditary cultivators deny that they have any rights other than by favour of the zemindars. In the old talooka of Ruheemnuggur Pandeeana, 10 villages, out of hereditary cultivators of all castes one Aheer claims a mokuddumee allowance; and to five persons were decreed soccage tenures, viz., full under-proprietary, hereditary, and transferable rights in fixed fields, subject only to a fixed quit-rent, as descendants of former zemindars. In Amdee, a Chowhan settlement, the holdings of certain Kyeth, Poroar, and Brahmin residents are by prescription. It is an old Hindoo kusba, and the only

question remaining is, as to whether these are not entitled to be recorded as khewutdars. If not, they will be certainly decreed the full under-proprietary right in their respective holdings. In Suroura some hereditary cultivators, as by Report of Assistant Settlement Officer, claim a preferential right to hold their fields at the old rates, but admit they have no power to control the lumberdar, and could not as a right insist on his acquiescence. In Raepore only one hereditary claims a right, and that is to under-proprietary allowances from the talookdar, which is under trial. In Koorha, Sutgaon, and Burkatabad the Assistant Settlement Officer reports that the enquiry has elicited from the lumberdar and putwaree that there are a class of tenants who have cultivated for some generations certain fields at an uniform fixed rate, over which the zemindar has never exercised, and does not now claim to exercise, the right of ejectment or of enhancement of rent. These are Gohawar Rajpoots; and the Assistant Settlement Officer has been requested to try each case judicially, and, having ascertained as closely as possible the origin and exact nature of the right, to pass a judicial order in each case.

In Kusba Bijnour a few claim a preferential title to cultivate, but cannot quote an instance of the right having been asserted under Native rule; and there are holdings dependent on the final orders of the Appellate Court on the khewut; so the enquiry cannot yet be completed.

In Boolass Khera the lumberdars, it would appear, admit that the rents demandable from certain cultivators are regulated by the revenue demand; but there are Brahmins more or less closely connected in blood with the lumberdars, who themselves appear to have been but cultivators, who rose to power when the Pathan jagheerdars disappeared. In Khukowlee the Extra Assistant Commissioner has just reported that the right in question is admitted; and all parties have been sent for, and the Extra Assistant Commissioner directed to make local enquiry.

In Purwurpoorub, Buldeo Sing, illegitimate son of Rajpoot, has been decreed certain fields of his father's share as an hereditary, not transferable, tenure, at a fixed rate, as long as Moleim Sing's heirs hold the puttee.

In Suryan, to Bustee and Dabeedeen, four others were decreed an hereditary cultivating tenure; but this was the confirmation of a mutual arrangement rather than a right; and in many more villages have full under-proprietary rights in specific lands, at fixed rents, been decreed to parties who had previously claimed proprietary title in the village. Out of nearly 100 cases received from the district, in the great majority of instances the real point at issue was proprietary title in the village in specific fields or in a grove. In a few the cultivator admitted only two or three years' possession, and in only seven cases is the title acquired by cultivation only the point at issue.

11. Hoping that this Report may be deemed satisfactory as far as it goes.

*Erratum.*—In docket No. 849, of 31st ultimo, last line, for “referred to at paragraph 9,” read “referred to at paragraph 10.”

Lucknow Division,  
the 5th April 1865.

(Sd.) L. BARROW,  
Commr.

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From H. B. HARRINGTON, Esq., Assistant Settlement Officer, Durriabad, to the Commissioner, Lucknow,—No. 92, dated the 4th April 1865.

I have the honour to report the following as the results of enquiries into the condition of cultivators in the Durriabad District:—

2. The conclusions to which I have been forced are in some respects different to those which I had anticipated.

3. They are based on facts elicited during investigations carried out in upwards of 25 villages, under the instructions conveyed in Book Circular No. II. of 1864, and on the summary suits received from the Officiating Deputy Commissioner in accordance with Circular No. 6-490 of the 16th December 1864.

4. I was compelled by circumstances to confine the enquiry within a somewhat limited area.

5. It comprised, however, villages belonging to wealthy Mussulman Talookdars, and to representatives of the Koor and Reikhar clans of Thakoors.

6. Implicit reliance may be placed on the statements made by the zemindars of some of these villages, and by Tajum-ool-Hussein, Khan of Bhutwanow, who is one of our most liberal landowners, and an intelligent and leading member of the British Indian



7. In the portion of the district under enquiry payments in kind are chiefly prevalent. The population is somewhat sparse, and the want, rather than the excess, of cultivators is to be noticed.

8. The influence of these circumstances on the nature of the tenures must, therefore, be borne in mind.

9. It is not improbable that in other districts, or in other portions of this one, a different state of things may prevail.

10. With regard to the specific objects of investigation, it may be said that in each and every village, and by each and every cultivator, the absolute *right* of the landlord was freely and fully acknowledged.

11. However the occupancy had originated, however continuous it had been, whether the landlord's right of eviction had or had not been exercised, in whatever manner the rent and revenue had been collected, and whether or not its amount had varied, only one answer was elicited.

12. It was that the right of the landlord to oust his tenant or to raise the rent was as a right absolute. It is a right which no cultivator would question, and on which every landlord would insist.

13. Upon this point there can, I believe be, no real doubt. The more extended the enquiry, the more uniform will be the result.

14. There is, however, another phase of the question, which is of equal importance, and which demands an equally searching enquiry.

15. The landlord's right to and in the soil is absolute; he has the right, as he has the power, to enhance his rent or to oust his tenant.

16. Has he an equally absolute control over the distribution of the *produce*? Is there no practical limit to the exercise of his right?

17. Can the custom of the country be disregarded by him, or does not usage fix the limits within which his rents shall be raised, and the conditions under which his tenants shall be evicted?

18. Are we to look to caprice, to competition, or to custom, as determining the position of the cultivator and the adjustment of his rent?

19. These, as I venture to think, are the questions which we have to answer, and throughout the enquiry I have endeavoured to keep them steadily in view.

20. So far as the annexed facts will warrant, only one conclusion is justified.

21. It is that, at least in the portion of the district examined, custom does exercise an enormous influence; that competition exists only to a most limited extent; and that usage regulates in a remarkable degree the exercise of the landlord's powers both as to ousting tenants and to adjusting rents.

22. Landlords and cultivators were unanimous in saying that of the gross produce of the soil one-half is due to the landlord, the other to the cultivator.

23. In a large number of cases, as will be detailed below, the landlord's portion is but two-fifths, the tenant taking three-fifths as his share.

24. It was agreed on all sides that on this understanding rents are adjusted, money payments substituted for payments in kind, and competition limited.

25. Its most important modification is the grant to the privileged class of cultivators of what is called "*koor*."

26. This usually consists of an allowance of one and a half cutcha punseries, i.e. of seven and a half cutcha seers in the cutcha maund of 40 seers. As a rule, it entitles the recipient to pay as rent the equivalent of two-fifths instead of half the gross produce.

Privileged class of cultivators.

27. It is granted, in the first place, to a large class known under the general term "*Amneik*." These are generally high caste men, such as Brahmins or Rajpoots, &c., and it is a point of honour with them to cultivate on these terms or none.

28. Large numbers of them were at no distant period actual liegemen or retainers; all had a tulwar ready at their landlord's call.

29. I do not think that the privilege was generally granted as a mere acknowledgment to the claims of caste. It seems to have been granted rather as an equivalent for advantages, real or expected, in return.

30. The "*Amneik*" was not only master of a stout sword and a ready arm, but his oxen were more and stronger, his supply of manure larger, and his means of cultivation better than those of an ordinary ryot; he was, too, a *better payer*.

31. The real origin of the privilege of *koor* is this: It is properly the allowance, if not the only wages, of the hulwaha, or ploughman, with whom every "*Amneik*" is supplied.



32. To plough with his own hands would be to the "Amneik" an indelible disgrace: all menial work must be performed by the hulwaha.

33. The latter is a predial serf, if not an actual slave. There exists in full force in these parts the wretched system known as "*sawuk*," by which, on a petty loan of Rupees 10 or 20, the hulwaha will bind himself and his heirs as serfs to his security (*malzamin*) until principal and interest, at 24 to 37½ per cent. per annum, have to the last farthing been repaid.

The interest is charged on the original sum borrowed from the money-lender. Should the security pay off the debt, interest is not charged to the hulwaha, whose labour is the equivalent of interest.

34. Again, "*koor*" is often the inducement held out to Koormees and skilful cultivators, whom it is an object to settle in a deserted spot. It is the usual perquisite of the *mokuddum*, of the man who undertakes the estimation of the crops (*kunkoot*), or who in any other way does extra work (*kar-o-bari*) for the landlord.

35. It is not given to an assamee merely because he is *kudeem*, and is not necessarily an hereditary privilege.

36. The above principles are not confined to payments in kind; to a great extent they regulate money payments also.

37. In changing the buttaie for the jumaie system, the money rate will, if practicable, be that of neighbouring fields.

38. If this be impracticable, because in them also buttaie prevails, the new rent will be adjusted on the last three or five years average of the produce, and its average price in the bazar.

39. In this adjustment the privileges of the Amneik are invariably maintained; the allowance of *koor* is commuted, and the amount of the rent is calculated accordingly.

Enhancement of rents.

40. As already stated, the absolute right of the landlord to raise his rents is uniform by acknowledgment.

41. It seems, however, to be as uniformly admitted that in so doing he is bound to conform to the usage of the country.

42. In the first place, he is supposed not to enhance the rent beyond that point at which it becomes the fair equivalent of that portion of the produce which is really his due.

In other words, beyond the equivalent of two-fifths of the gross produce from the privileged, of half from the ordinary, cultivator.

43. There is further a wide-spread feeling that no cultivator would offer to give more than this equivalent; that, if he did so, he would be entailing on himself what would be considered an actual loss, and would be set down as acting either out of spite or as a fool.

Competition.

44. The rents of the surrounding fields would in either case be accepted as a fair test as to whether the just limit had been overstepped or not.

45. That such is the prevailing feeling, the annexed enquiry shows.

46. It seems to follow that in these parts of Oude competition is so limited by custom as practically not to exist.

47. Whether such is the case in more populous districts, such as Pertabghur, can be easily ascertained. It is a point of considerable importance. I only speak of facts as they presented themselves to me.

48. It may, however, be remarked that until money payments have entirely superseded payments in kind, in other words, so long as even a few fields are rented in kind, the real due of the cultivator, and the true principle on which rents should be adjusted, will be kept forcibly before everybody's mind; and neither cultivator nor landlord will be likely to go beyond the limits imposed by custom. It is only where payments in kind have altogether ceased that competition is likely to have come into play.

49. A landlord who does not wish to lose his tenant, or to fly in the face of custom, will, in enhancing an old tenant's rate, make him some allowance for improvements brought about by him.

Allowance to old tenants for improvements.

50. As a fact, these improvements will have been made at the expense of the tenant's labour and the tenant's capital. It is the fact of the improvement which leads to the enhancement of the rent.

51. But though forbidden by law (e.g., *Directions to Settlement Officers*, paragraph 137), such enhancement is no wise contrary to custom. Usage fully justifies the landlord in raising his rent up to the point before noticed. All which it demands is, that this point shall not be overstepped, and that from the old tenant a somewhat less sum shall be demanded than an outsider would be willing to give.

52. In defence of the custom it might, perhaps, be not unfairly urged that, in claiming to enhance the rent on land which has been improved at the tenant's expense, the landlord is really putting in a claim to profits.

53. Strictly speaking, his share of the produce is only *rent*. To the tenant as labourer, and capitalist, belong the *wages* and the *profits*.

54. But in many cases the landlord has advanced capital also; he has expended money in settling the cultivator in the first instance; and when he has restricted his demand to two-fifths of the produce instead of to half, which is his real due, he has actually been sinking one-fifth as capital.

55. In such cases, therefore, the custom would seem to be more strictly just than the actual law.

56. Lastly, usage demands that the old cultivator shall in all cases have the refusal of holding on at enhanced rates, or of throwing up.

57. If the above dictates of custom be conformed to, no cultivator, however long his standing or whatever his status, will grumble that his rent has been raised; nor will he think it hard if, in the event of his throwing up, his field is given to another. He will probably insist on throwing up all if he throw up one, or on getting fresh fields on favourable terms in some other portion of the village; and, in all probability, his request will be complied with.

58. Such will, as I believe, be found to be the real custom of the country, such the restrictions imposed by usage on the exercise of the landlord's rights.

59. This, and no more than this, is to hold at ordinary or at favourable rates; this, and no more than this, to enjoy a right of occupancy and a fixed rate.

60. It will be seen that the right of occupancy resolves itself into the privilege of having the refusal of holding on or of throwing up, and that, whilst rent *rates* are fixed, their amount is *variable*.

61. For, so far as usage limits the landlord's *rent* to a specific portion of the produce, so far his rent *rate* may be said to be fixed. At the same time, its amount is so far from being fixed, that it fluctuates with the changes in the (average) amount of produce, and with the (average) price of that produce in the bazar.

62. Some other points which are not without interest came up in course of the enquiry; for convenience sake I have appended them in a sort of glossary.

63. I would only here notice that the real meaning of several terms, such as chupperbund and pykasht, kudeem and naobad, seem pretty generally to be misunderstood.

64. They merely denote the place and length of residence, and necessarily imply no distinction between the amount of privileges enjoyed.

65. The use of fixed terms is in itself another illustration of the force of custom. Care must be taken to interpret them correctly.

66. If custom be so regular, we may be certain that it was not confined to Oude.

67. The earlier Settlement Reports show that it was equally prevalent in the provinces of the North-West.

68. Where similar districts have been peopled by the same races, their customs will be the same.

When men like Mr. Thomason and Sir Henry Elliott have described them, we may be sure that the record was exact.

69. I shall proceed to show that though at first sight the difference appears striking, yet that in reality the result in the two provinces was the same.

70. To begin with *Azimghur*, and with Mr. Thomason's definition of *non-proprietary* cultivators:—

71. Mr. Thomason describes under the above terms those cultivators "not under engagements with Government themselves or through their representatives," and he divides them into three classes:

72. 1stly, "those having an hereditary and transferable right to hold their land at a fixed rate."

2ndly, "those having a right of occupancy at a fixed rate."

3rdly, "mere tenants-at-will."

73. Now it is clear that the term *non-proprietary* cultivators is used in a wider sense by Mr. Thomason than it generally bears in Oude.

74. In this province a transferable *cultivating* title is unknown. No one holding a transferable and heritable title would be considered a cultivator (*kashtkar*) at all.

75. He would have ceased to be a mere cultivator; and, whether "by purchase, by gift, or special contract," or in any other of the ways described by Mr. Thomason in paragraph 87, he would here be held to have acquired virtually some proprietary rights, and to be in reality a proprietary rather than a non-proprietary cultivator.

76. Whatever title we use to describe them, however, the status and rights of such men are upheld and recorded by the Oude system equally with that of the North-West.

77. *Shunkullupdars* may, indeed, prove to be an exception, but even they are not mere *kashtkars*, and their rights have formed the subject of a separate correspondence.

78. All that I would now insist on is, that in Oude and in the North-West the term non-proprietary cultivators is used in different senses, and describes different facts.

79. A confusion of terms has, indeed, arisen, and to this confusion no little misunderstanding is to be attributed.

80. So much for the first class of non-proprietary cultivators, as described by Mr. Thomason.

81. This third class, *tenants-at-will*, requires little notice: the position of a tenant-at-will is much the same all the world over.

82. I would merely notice paragraphs 94 and 96 as exactly describing the status of the *urzal*, whether in Oude or in Azimghur. To the anecdote of the dispute for the possession of the *Aheer* might be appended the fact that in more than one old mortgage deed the *ryots* are transferred along with the estate.

83. It is as to the status of Mr. Thomason's second class that opinions seem to differ most.

84. In this class also I believe there is no real difference in Oude and in the North-Western provinces.

85. Its most important portion as described by Mr. Thomason are old proprietors, especially as regards their *seer* lands.

86. But, whether under the name of *seer* or not, every old proprietor who can prove that he retained certain fields in virtue of lost proprietary rights within the period of limitation will be maintained in that possession now.

87. Hundreds of such cases must be on every Settlement Officer's files; and substantial justice has been, or will be, in every case granted.

88. As regards this important class, therefore, there is little practical difference in Oude and in the North-Western Provinces.

89. But when from Mr. Thomason's description this class has been eliminated, what have we left? Merely those who, "whether actually long resident in the village or otherwise, may be proved to have held the same land on the same terms for a course of years."

90. Mr. Thomason himself admits that the period which constitutes such prescriptive right has now here been settled.

91. Where it has since *been* settled, it will be found to have been settled, not by the custom of the country, but by legislative enactment.

92. What the real custom of the country is I have endeavoured to describe.

93. It is that, however long his standing, every cultivator knows that he is liable to have his rent enhanced, but that it should be enhanced within certain limits, and with due allowances in his favour.

94. More than this was neither found nor was described as in existence by Mr. Thomason himself.

95. Mr. Thomason goes on expressly to state that not unfrequently tenures of this sort originate in contracts entered into by the *zemindars* themselves with cultivators whom they may engage to bring waste land into tillage.

96. Illustrations of this sort of contract abound in the enquiry which I have annexed.

97. But what is one of the essential conditions of the contract? Unless the contrary has been expressly stipulated, unless, to use the native term, the "*kord karar*" was made *for ever*, the condition on which the cultivator holds lands at *royotte* rates is this, that he shall continue to cultivate *well*, in most cases do further extra work (*kar-o-bari*) for his landlord, and be finally prepared to pay at enhanced rates, when they have been enhanced fairly and within the limits prescribed by custom.

98. With regard to the arbitrary fixing of rates, Mr. Thomason (paragraph 105) is most forcible. Pergunnah Nizamabad, he says, "was the field where every young and inexperienced officer began to make experiments, or to introduce a new system; and hence was the subject of many crude and rash experiments: amongst these was the arbitrary fixing of rent rates from which the Government demand was deduced."

99. As Lieutenant-Governor of the North-West, Mr. Thomason reiterates similar opinions. In *Directions to Settlement Officers*, paragraph 123, he says:—"A remedy for this manifest injustice (described in paragraph 122) has been often sought by an attempt to provide protection equally for all classes of cultivators; and the advocates of such measures have argued upon acts which, in truth, indicated the existence of much higher rights than those of mere cultivators."

100. In paragraph 124 "the importance of the question is much diminished when the nonproprietary

proprietary have been carefully separated from the non-proprietary cultivators, and the former confirmed in all the privileges to which they are fully entitled." But this is just what in Oude we have been endeavouring to do.

101. But this state of things, the exact parallel of which exists in Oude, was not confined to Azimghur.

102. In *Saharunpore*, pages 110-111, paragraph 45, "the cultivators who are not zemindars are throughout the district, to speak generally, simply *tenants-at-will*."

The claim, when advanced, was merely to occupancy, subject to the payment of fair rent; and no right was urged to hold at low rates.

103. In *Mozuffurnuggur*, page 155, paragraph 34, "it will be seen on looking through the village statements that by far the larger portion of these cultivators have proved to be tenants-at-will."

104. In *Meerut*, pages 196, 197, *mouroosee* cultivators who are not connected with the zemindar, "have only an heritable privilege, if privilege it can be called, while the *right of ouster unquestionably rests with the zemindar*." What these privileges really are in nature and extent in *Oude* I have already endeavoured to describe.

105. In *Allyghur*, pages 262-390, is described a state of things which word for word applies to *Oude*: "The ryots, even when they cultivate largely, seem to have but little attachment to particular fields, or even to particular villages." As to *extent* of this feeling, *Oude* will be found to contrast favourably with *Allyghur*.

106. Paragraphs 72, 73: "In this district the three denominations, *mouroosee*, *noabad*, and *pykasht*, merely denote residence, and do not convey any distinctive right or privilege. It is a mistake to suppose that the title *mouroosee* implies the right to cultivate at fixed rates, and that the other designations are applied to cultivators wanting that right."

107. This is exactly what has been described by me; I have also endeavoured to show what the right of occupancy of each class really amounts to.

108. In *Mooradabad*, pages 435, 436, paragraph 66, "the zemindars of this district had constantly usurped the right of arbitrarily changing the rates of rent payable by cultivators. There were zemindars who in a productive season would make the cultivators pay rent in kind, and in an ordinary or bad season in money."

109. There may be such zemindars in *Oude*; they would be equally defying local custom here, and would be soon brought to their senses by a summary suit.

110. Paragraph 67: "The rights of cultivators were very undefined. There was no preventing rule regarding the succession of those who might be termed hereditary. If a cultivator died old, his son or heirs generally had possession of his land before his death, and remained in possession. If one died young, and his heirs were minors, the zemindar disposed of his land as he thought fit." "The former state of things where the life interest of a cultivator was not unchangeably permanent."

111. More than one example of the state of things just described will be found in the accompanying enquiry.

112. In *Budaon* no description seems to have been recorded as to the status of cultivators.

113. In *Bareilly*, pages 533, 534, paragraph 7, "I was unable to trace anything like right to permanent occupancy at a fixed rate on the part of the ryots in either *pergunnah*." Such a thing as transferable property of this nature was evidently quite unknown; and I am satisfied, indeed, that the notion of any restriction to the demand of the zemindar beyond that imposed upon him by usage, common interest, and good feeling, was never thought of here till the introduction of Regulation VII. of 1822, when *puttees* (*puttas*) were first distributed by the Collector.

114. These are pregnant words. It would be impossible more accurately to set forth the state of things which I have been endeavouring to describe.

115. There is another point worth noticing. In paragraph 3 of Book Circular No. II. of 1864, paragraphs 128 to 134 of *Directions to Settlement Officers* are brought prominently to notice.

116. If these paragraphs are carefully considered in connexion with the extracts above given from the North Western Settlement Reports, the following conclusion will, as I venture to think, be justified.

117. In the Settlement Reports existing facts are vividly portrayed. In the paragraphs quoted from the *Directions to Settlement Officers* a different state of things is recorded.

118. The Settlement Reports describe the customs of the country; the *Directions* give the actual results of legislation.

119. That such is the real origin of a transferable cultivating title is admitted in the foot note to paragraph 128.

120. Whereas in paragraph 130 Mr. Thomason is describing actual facts, his language is adapted to the circumstances of the case: "It is impossible to lay down any fixed rule defining what classes of cultivators are to be considered entitled to hold at fixed rates. In practice it is not difficult to decide."

121. Where his language grows more precise, where he leaves less room for doubt, it is where legislation has declared what *shall be*.

122. It is to the Regulation quoted in the foot note, rather than to the custom of the country, that he appeals as his authority.

123. In the one case he is the Settlement Officer of Azimghur, detailing his experience of facts; in the other he is the Lieutenant-Governor of the North Western Provinces, expounding the existing law.

124. I feel, therefore, justified in saying that in Oude and in the North West facts were originally the same; that in both the absolute right of the zemindar existed in full force.

In both its exercise was regulated by "usage, mutual interest, and good feeling."

125. With regard to both might be quoted the words of Mr. John Stuart Mill: "But though the law of the strongest decides, it is not the interest, nor in general the practice, of the strongest to strain that law to the utmost, and every relaxation of it has a tendency to become a custom, and every custom to become a right."

126. Whether or not the time be come for giving to such rights in Oude the force of law, whether in the North West the actual law has not outstepped the bounds imposed by custom, is a subject beyond the limits of this Report.

126½. If the above description of the custom as it exists be a correct one, it will be seen that the system prevalent in this part of Oude is really a *metayer* one.

127. To compare it to the cottier system of Ireland is a mistake.

128. In the system above described, in the *metayer*, and in the cottier system there is one point in common. The produce is divided between two classes only, the landowner and the labourer.

129. But between the *metayer* and the cottier systems there is this essential difference; the rent which the *metayer* pays is regulated, if not fixed, by custom; the rent which the cottier pays is limited only by competition.

130. That custom rather than competition regulates the rents in these parts of Oude I believe I have succeeded in showing.

131. At present, therefore, the true parallel lies between the Oude cultivator and the *metayer* tenant of Tuscany or Limonsin, rather than the Irish cottier. This is a distinction which must be strictly kept in view.

132. No greater evil can befall a State than a cottier system, in which, as in Ireland, competition is tempered only by assassination.

133. Whereas in England the competition lies between capitalists; rack-rents will find their own level, for capital will seek no investment in which it cannot realize its ordinary profits.

134. In England, therefore, competition is a good, and not an evil; its constant tendency is to *equalize* rather than to reduce either profits or wages.

135. But in India, as in Ireland, the capital of the ryot, or cottier, is so extremely small that the case is very different.

136. Should competition arise in India as it has arisen in Ireland, it would virtually become a competition between labourers rather than between capitalists.

137. Rents would be ultimately limited, not, as in England, by capital seeking its own level, but by population, which ever tends to increase faster than the means of its support.

138. If, therefore, the present *metayer* system should in time be supplanted by a cottier one, the effects in India, as in Ireland, could only be disastrous.

139. Unlimited competition among a labouring population destitute of capital might not end in assassination; but it could scarcely end in aught but in untold misery and agrarian outrage.

140. That with increasing numbers, the influx of European capital, and still more the eruption of Western thought and habits, the customs of this country will gradually change, is what must be expected: such a change is to be hoped for rather than apprehended.

141. But, at the same time, it must be borne in mind that the change will act under widely different conditions to the conditions prevalent in England.

142. If competition be the inevitable result of our intercourse with India, it will be a competition such as exists among Irish cottiers, and its effects can only be such as have been above described.

143. If there be real danger of such a result, a just law limiting the rise of rents to the bounds imposed by custom would be our best hope.

144. If custom has already become a sort of right, the time for giving an expression to the unwritten law might seem to have arrived: to check an evil tendency is easier than to counteract an existing evil.

145. On the other hand, in Oude at least, the time when active competition will be felt would seem to be far off.

146. At present the rights of the cultivator are guarded by the demand for his services. Even were this not the case, custom is still strong in his behalf. Arbitrarily to fix his rents would be a serious error.

147. It is the arbitrary grant of puttās under Regulation VII. of 1822, which Mr. Thomason points out as fraught with so much mischief, and which our talookdars so much dread.

148. Its sure result would be to array class against class, and to ensure the misery which it would be trying to prevent.

149. My own belief is that arbitrary legislation may be avoided. The true remedy lies, as I venture to think, in the voluntary action of the talookdars.

150. So strong and so deep-seated is the feeling that by the custom of the country the landlord should limit his demands to a specific portion of the produce, and that on this basis money rents should be adjusted, that I am convinced that we might be met half-way.

151. Were our talookdars convinced that this is all which is required of them, that no vexatious interference was to be apprehended, and that they would be still allowed to be masters in their own estates, they would, and I believe without exception, subscribe to an agreement which would bind them to raise no rent and evict no tenant, except in accordance with the usage of the province.

152. What that usage is might be easily defined. Its details would not be difficult to fill in; its outlines I have tried to sketch.

153. It is true that the existence of the custom would seem to justify the introduction of the law; but if the best results of the law can be attained without legislative interference, much good may be realized; some evil may be avoided.

154. In conclusion, I trust that the importance of the subject may excuse the length of this Report, and the shortcomings of which I am conscious.

#### APPENDIX.

*Chupperbund and Pykasht.*—These terms merely denote the residence or non-residence of the cultivator in the village where his holding lies. The chupperbund, from the mere fact of residence, enjoys necessarily no greater privilege than the pykasht. The latter often enjoys the privilege of "*koor*," or of holding at the rate of two-fifths instead of half the produce, whilst the former does not.

*Kudeem and Naobad.*—The distinction is well known, and the terms in common use. But mere length of tenure is denoted; no privilege is necessarily involved. A kudeem, who is neither a "*karobar*," nor an amneik, will pay at the rate of half produce. A new man, if settled on those terms, often holds at two-fifth rates.

*Khloodkast ryot.*—A term entirely unknown here.

*Khloodkast tenure.*—The land retained by the lumberdars or sharer and tilled by his own ploughs.

*Jagheers* to village servants, as far as my experience goes, are invariably khidmetie, i.e., depend on the performance of service, and are forfeited when service is no longer rendered.

*Shunkullup* chiefly is of two kinds: kooshust or bishunpret to Brahmins; kullian birt or poonurt to Bhats. The distinction seems to be that the former is given to God; the latter in God's name as charity. Practically both have a sort of sanction or religious character. No Hindoo would venture to resume them; they are a gift. But though opinion is somewhat divided, few shunkullupdars would dream of disposing of their shunkullups without the lumberdar's consent.

*Ank-ookr and Aukhandna.*—Terms used to denote the inducement held out to a cultivator to settle in a new or waste village. It generally consists of an allowance of *koor*, or its equivalent, and may be conditional or unconditional, "*kol kerar*," the arrange-



ment as to the coming year's rent made in Asar, and commonly be infringed by flagrant breach of custom.

*Mudaamie*.—Tenure of the same fields for a length of years. It is opposed to—

*Tubdeel Jote*, which denotes that individual fields have been interchanged, though the holding may have been kudeem. In the latter case, that of changing his fields, a cultivator will probably retain his privileges, though his rents will vary. In the former his rents are occasionally raised, but allowances are made for improvements made by him.

*Churwa*.—Properly an allowance of four cutcha seers, one tenth in kunkoot, in favour of the cultivator.

\* Churwa being taken from the whole produce, whilst the two seers, kurch, are taken from the cultivators, half constantly each other.\*

*Kurch*.—Originally the allowance of two seers, one twentieth, in favour of the landlord. It is often grossly abused.

*Amneik and Koor*.—Fully detailed elsewhere.

Many other such terms might be noticed. Intrinsically they may be of little importance, but, one and all, they point to the existence of a well-defined custom.

Their universal prevalence falls in with the conclusion which I have throughout reiterated, that usage exercises an immense influence in restricting the landlord's demands from the cultivator

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*Dowlutpore, the 20th February 1865.*

*Mouzah Aiharr, Pergunnah Redowlee.*

I.—*Kashtkaree claims*.—Summary suits.

MUDDEN KHAN, Kashtkar, *vs.* NIPAL, Pandey, Karinda of MAHARAJAH MAUN SING.

This is a summary suit instituted on 12th September 1864, and taken up in Settlement Court for enquiry under Financial Commissioner's instructions.

Suit was for ouster from 24 beggahs 6 biswas 15 biswansees, which claimant avowed he had held at Rupees 40-4-9 for three generations.

He obtained decree, and case was not appealed.

Claimant states:—

I am a kashtkar, and have no zemindaree rights. My father and grandfather held these fields before me at the same rate, without increase or decrease. In Nawabee I never got a putta; a verbal arrangement was made every year. I never had an istum-raree putta given me, nor was any promise ever made me that my rent should not be raised. In the Rajah's estates in Redowlee it is customary for assamees to have their rents raised. They do *not* hold invariably at one rate.

Q. Then, as a kashtkar, *what* rights have you? I am anxious to enquire if kashtkars have any rights, and have called you on this very purpose.—A. I *have* no rights.

Q. Then why did you file a summary suit?—A. Because I am the true proprietor; but did I say so in the village, I should be punished. Some 40 years ago we sold the village to the Rajah's ancestors. This land was left to us seer, and remained with us up to the time I filed my suit.

Q. Thus your real claim is based, not on the fact that you are an old kashtkar or mouroosee-assamee, but that you were a zemindar?—A. That's just it.



*Dowlutpore, the 20th February 1865.*

*Mouzah Osokhpore, Pergunnah Ramnuggur.*

II.—*Kashtkaree claims*.—Summary suits.

ISUREE, Kashtkar, *vs.* CHOKAY, Lumberdar.

This suit was established 6th December 1864.

The real ground of action was, that claimant had formerly held five cutcha beegahs as *ghullaie*, and on defendant wishing him to pay in money he preferred his suit. Matter was referred to arbitrators, who ruled that he should pay Rupees 12 on the five cutcha beegahs. Claimant admits that he has *no rights*.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

The ruling of the arbitrators clearly shows that no fixed rate was held to be even customary, the change from *ghullaie* to *jumaie* being really an increase of rent.

*Mouzah Churdwule, Pergunnah Soorajpore.*

III.—*Kashtkaree claims*.—Summary suits.

SEETUL, Brahmin, *vs.* RAMJEAWUN, Karinda, of RANEE TALMUND KOOR, Talookdar of Soorajpore.

*Parties present*:—Agent and Putwaree, &c.

The point *arising from* this suit is an interesting one.

Claimant admits that his real complaint is not against the talookdar, but rather against his former *partner*, Girdharee, Aheer.

The parties are so far agreed as to *costs* that they may be stated as follows:—

In 1266 Fuslee claimant and Girdharee got 40 cutcha beegahs jungle,			
which they gradually brought into cultivation.			
„ 1266 Fuslee they got the land at 3 annas per beegah =	Rs.	7	8 0
„ 1267 ditto 6 ditto =	„	15	0 0
„ 1268 ditto 9 ditto =	„	22	8 0
„ 1269 Fuslee the land ploughed by them amounted to			
62 cutcha beegahs - - - - =	„	49	0 0

In this year Girdharee, Aheer, took the putta. Up to that year *Seetul* had held the puttas, and it was on this that claimant ultimately complained.

The parties *Seetul* and Girdharee, *kashtkars*, as well as the Rance's agent, *admit* that the custom as to breaking land is, that the *kashtkar* who undertakes to break it shall have the *option* given to him of taking a putta for the land at whatever rates other *assamees* may give; that he has, in fact, the first refusal of it at the market value. On this point the parties agree, and it is supported by the several *canoongoes* present. *Seetul's* complaint is, not that the talookdar turned him out, but that Girdharee, his former partner, broke up the partnership.

The talookdar has continued the putta to *one* of the partners, and admits the local custom to which she has conformed. And this case may be taken as evidence to so much, *viz.*, that *kashtkars* who break ground are by local custom understood to have first refusal of their land at *its market value*. The parties here freely admit that, if they decline to give as high a rent as other cultivators would do, it is the landlord's undoubted right to turn them out. And the talookdar's agent admits that, so long as the breakers of the soil be willing to pay enhanced rates, custom demands that they should be kept in possession. So much and no more can be concluded from this suit.

With regard to the claim *itself*, I confess I hardly know how to deal with it. The claim lies not against the agents of the talookdar, but against claimant's copartner, Girdharee. The ground of action is that Girdharee, having promised to keep up the partnership, dissolved it in 1269 Fuslee. Claimant is ordered to file a clear *plaint*, and I will see what orders should be issued.

*Rehrowlie, the 15th March 1865.*

*Mouzah Bhuria, Pergunnah Mohomud.*

VI.\*—*Kashtkaree claims.*—Summary suits.

RUGGONATH SING, Chowan, *vs.* SHEODEEN SING, Ticcadar, on behalf of MAHABEER SING.

This suit was for ouster, and was settled by razeenamah on 21st October 1864.  
The defendant thus admitted to a great extent claimant's rights.

RUGGONATH SING states:—

I am a *bhala manus*. Our regular custom has been to hold certain lands buttaie, and I hold that the zemindar has no rights to increase my rent. I hold this because I am a Chowhan. The Thakoors and Brahmins are *bhala manus*; no others are. It is on account of our caste. The rents of Koormees, &c. can be raised. They held no rights in Nawabee. They ought to have the *refusal* of the land on the terms of the highest offer elsewhere, but in Nawabee some landlords gave them this refusal, some did not.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

15th March 1865.

*Mouzah Rowhera.*

IV.\*—*Kashtkaree claims.*—Summary suits.

UDHEE LALL, Ticcadar, *vs.* CHOTAY LALL, defendant.

This suit was instituted on 21st July 1864 by a ticcadar to be allowed to oust defendant from 42 cutcha beegahs 10 biswas, Nos. 12, 45, 46, 48, 51, 152, 191, 212, 237, 257, 258, 261, 263.

Little light is thrown on the question at issue by cultivators' rights in the case itself; the suit was rejected as being instituted during the Fuslee year.

CHOTAY LALL, present, says:—

I admit that I am only a *kashtkar*. I understand that I have the following rights and no more. In Kalee Fusl the talookdar, or ticcadar, can increase the rent if he chooses; but inasmuch as my ancestors spent much labour in the land, which had become a waste, it is due to us to let us have the refusal of hiring the land at the rate of the highest *bona fide* offer. If we declined to pay that, of course we should be turned out. Dabeedeen, Canoongoe, confirms his statement as in accordance with custom. No order is, I think, necessary. Case can be taken as an Appendix to No. 3.

DABEEDEN, Canoongoe, states:—

As a *fact*, the general custom was to give all old cultivators the *refusal* of the land at the highest *bona fide* bid for it. The landlords, as a rule, were glad to keep them in; if dissatisfied with them, however, they turned them out neck and crop, and killed them too.

Both canoongoes and *kashtkars* present admit that cultivators had no actual rights.

V.—UDHEE LALL *vs.* PRAGEE.

This case is similar to last.

Pragee states that he understands he has so much right by custom that, before being turned out, he should have the option accorded him of taking on or refusing to hold his land for the coming year on the terms of the highest *bona fide* bid.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Camp Butwamow, the 27th March 1865.*

*Mouzah Peree, Talooka Mungrounras, Pergunnah Durriabad.*

VI.—*Kashtkaree claims.*—Summary suits.

Ouster from 52 beegahs 5 biswas.

RAMDIAL SING, Chundell, *vs.* GOORDIAL SING, Surujbuns.

This suit was instituted 6th October 1864. It was dismissed owing to its non-appearance up to 29th October 1864.

Claimant present ; Defendant gone to the Ganges.

Claimant states :—

I have held these fields for two generations at same rates, viz., Rupees 41. Last Asar or Sawun in Kalee Fusi defendant turned me out, saying that he wanted to plough it with his own oxen. He has since given it to other assamees to plough, viz., to Ayadeen, Koormee, 11 cutcha beegahs ; and Bugnowlie, Koormee, 16 beegahs ; to Doorjum Banrellia, 7 beegahs ; to Dhunnee, Koormee, 10 cutcha beegahs ; 5 cutcha beegahs he has retained himself ; 4 cutcha beegahs to Mukka Koormee. My father was settled. Can't say that any special agreement was made that we should never be turned out. Should have complained all the same, even if defendant had taken the land to plough himself. Had no quarrel so far as I know. Never gave me the option of holding on at increased rents. Am ready to pay rates of neighbouring fields, or fair increase. Have no claim to proprietary rights. I used to pay only *half* kurch, half an anna instead of one anna. Used always to have a tulwar ready for Goordial Sing if called on, but was not a regular retainer. Don't know whether Gyadeen, &c. offered to pay higher rates. Am an amneik. Don't plough with own hands, but give Rupees 2 a month to my labourer and 6 punseries chubena.

It is a pity that defendant is not here to give his version of the case. It destroyed his own chance by not appearing whilst the summary suit was pending.

Supposing that he is telling the truth, the defendant would seem to have acted contrary to usage in not giving claimant the option of holding on at increased rates. He had undoubtedly the power, but abused that power if he did not listen to usage.

Defendant to be re-summoned for 3rd proximo.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

VII.—*Kashtkaree claims.*—Summary suits.

SHEODIAL *vs.* BUDLOO.

This was the case referred to in Case No. XXVIII. by witness (2).

The defendant as an old resident cultivator got a decree for entitling him to hold on 30 cutcha beegahs ; at Rupees 32-9-6, the amount having been fixed in accordance with rates paid on the surrounding fields. The old rent had been Rupees 23-10. The defendant had held on two-fifth rates, and Rupees 40 had been offered apparently out of spite.

The defendant as old tenant volunteered to abide by the rates of neighbouring fields, and the decision in his favour was in accordance with local custom.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Dewa, the 29th March 1865.*

*Mouzah Nuggrowra, Pergunnah Seetrek.*

VIII.—*Kashtkaree claims.*—Summary suit.

NUNDEE, Mokuddum, Aheer, *vs.* QUAZ SUFFRAZ ALI.

Being really the result of a summary suit, I put it on that file. This is the only claim preferred under the proclamation. By a mistake in my office it was allowed to stand over.

Gunga Buksh says this is exactly the state of the case.

I find that the local term expressing the *perquisites* given as above is "*Anlex Ookr!*"

No 2, AUSEREE MURAO, Chupperbund assamee, of Gopalpore, states :—

I plough  $8\frac{1}{2}$  cutcha beegahs for some 20 or 21 years ; was settled by Thakoor Gunga Buksh. I hold  $5\frac{1}{2}$  cutcha beegahs at Rupees 11-12, and 3 cutcha beegahs at *buttaie* at half produce. I have held all along at these rates. Of course chura ooparee can be made against me. To turn me out lies with my malik ; but of course he would give me the refusal, and if I declined to pay as much as others bid I should be turned out.

Gunga Buksh says this is "doorust."

No. 3, HEERA LALL, Koormee, Mokuddum, of Koondree, states :—

We have been for three generations mokuddums of Koondree ; we were settled there by Bustee, Kooer, formerly zemindar of Gopalpore. I plough 70 cutcha beegahs, all at *buttaie* rates, except 8 cutcha beegahs for sugar cane, at Rupees 2 per beegah, with 1 anna kurch, i. e. Rupees 17 for the 8 cutcha beegahs. This Rupees 17 is the rent for  $1\frac{1}{2}$  years ; the remaining rent for the half year which makes up the two years is *buttaie*. The *buttaie* rates are, after deduction of the *choorwa*, half and half (*vide* 1). Besides this, as a *bhala manus*, I get "*koor*" the allowance for my ploughman, *hukwaha*, viz.  $7\frac{1}{2}$  seers in the maund ; so that, before the grain is equally divided,  $11\frac{1}{2}$  cutcha seers, i. e. 4 *churwa* +  $7\frac{1}{2}$  *koor*, are set aside for me, and the remaining  $28\frac{1}{2}$  seers are equally divided. Of course the Thakoor can accept a *chura ooparee* against me ; but if he turned me out without giving me the refusal, it would be unusual and *zuburdust*.

Gunga Buksh confirms all this, and admits that Isuree Lall gets *koor* as *bhala manus*.

No. 3, SEETARAM, Choubey, solemnly affirms :—

We have lived in Gopalpore for seven generations, and are the village ooprohits, and have held six cutcha beegahs as *shunkullup* rent-free, *kooshust* bishunpret. If I wanted to sell, or mortgage, or give it away, I must ask our malik's consent. Afterwards admits : I cannot give, or sell, or mortgage it away, *except to a Brahmin*, and not even to them. If I have none of my family to succeed me, the *zemindar* can give it away, but I can't. I can only *mortgage* it, and then only with the consent of the *lumberdar* ; and if he wished to get it by mortgage, I must let him do so. I have no fear of his ever *resuming* it.

Gunga Buksh admits this, and says, We never resume *kooshust* *shunkullup* grants ; they can only be transferred with our consent, and can't be sold or given away.

No. 3, BALDEE, Koormee, states :—

I hold 17 cutcha beegahs in Mullookhpore *buttaie*. I get *choorwa*, nothing more. After that is deducted, I take half the produce. But if Gunga Buksh chooses to take money from me, I have to pay him my half produce at the bazar rates ; but I have taken talookdar "*dirkuttee*," i. e. if the division takes place by *kunkoor* whilst the crops are standing, I have, after the deduction of my "*choorwa*," to pay, should the talookdar wish it, for my half at the bazar rates, and to give "*dirkuttee*" at the rate of  $2\frac{1}{2}$  annas in the Rupee additional ; and if actual division of grain in the *kurrian* takes place, I have to pay for my half, and also for one cutcha punserie in the cutcha maund, i. e. one-eighth.

This is agreed to all round as the custom ; e. g. in *kunkoot*, if the talookdar's agent and the cultivator agree that the produce of a field of wheat amounts to 10 maunds cutcha, 40 cutcha seers = 1 cutcha maund will, in calculation be deducted as the cultivator's *perquisite*, provided he be entitled to "*churwa* ;" thus 9 cutcha maunds remain,  $4\frac{1}{2}$  for the talookdar,  $4\frac{1}{2}$  for cultivator, i. e. 36 punseries for each. If the *nirik* is 12 punseries for the Rupee, and the landlord chose to demand money payment, the cultivator must pay Rupees  $\frac{1}{2}$  = Rupees 3 +  $2\frac{1}{2}$  annas  $\times$  3 =  $7\frac{1}{2}$  annas, or total 3 Rupees  $7\frac{1}{2}$  annas.

If by *buttaie* the cultivator would pay Rupees 3 + the price of one punserie to the maund in addition, or  $4\frac{1}{2}$  punseries in the 36, the price of  $4\frac{1}{2}$  punseries would be 6 annas.

Thus by *kunkoot* he would pay Rupees  $3-1\frac{1}{2}$  ; by *buttaie*, Rupees 3-6.

Q. If any assamee wants to give *jumaie* for the land you hold at *buttaie*, can he bid against you?—A. It lies with the *lumberdar*.

Gunga Buksh admits that all his assamees get *churwas*.

No. 6, AUSEREE, Village *Dhobie*, states :—

We have been dhobies in Gopulpore for seven generations. We have regularly held 4 cutcha beegahs rent-free; it is our *tulub*. If we refused to work, of course we should lose our jagheer.

Gunga Buksh says the lohar, the berkaie, the barber, kahar, koomhar, bungay, all get jagheer, but only in consideration of *service*; if the service be given up, they lose their jagheer.

## No. 7, KHEREE, Koormee, states :—

We have been settled in Mullookhpore for two generations or more, and hold 36 cutcha beegahs at *buttaie*; we get *churwa*, not *koor*. If the lumberdar wants money payment on koot, we have to give  $2\frac{1}{2}$  annas in the Rupee in *buttaie*, one cutcha punserie in the cutcha maund in addition, and pay at bazar rates.

If any other assamee offered to pay *jumaie* for my *buttaie* fields, I should be asked whether I would pay that amount or not; if I refused the offer, I should be turned out, not otherwise.

## No. 8, BUKSHA, Hulwahee, states :—

We have held 15 cutcha beegahs for 50 years at *buttaie* rates. We get *churwa* 4 seers, not *koor*. If a higher bid were offered for my land, I should have the refusal; if I did not accept it, the talookdar could turn me out.

The above I think a very fair sample of village custom. On no one point has there been any difference between the landlord and cultivators.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

I have ended by asking the above cultivators in a body what, in the event of an assamee of another village, or a *pykasht* in their own, offering to pay higher rates than they had been in the habit of giving, would be the result? Their answer is unanimous :—

We should calculate whether we could afford to pay the amount offered or not; if we could not, we should decline to hold, and the talookdar would let it to whom he pleased.

*Koondree, the 21st March 1865.*

*On borders of Shahpore.*

II.—*Kashtkaree suits.*

The following are statements of old cultivators, and made in the presence of Gunga Buksh, of the agent of R. Amir Hussein Khan, and Girwur Sing.

## No. 1, KUNTHEE, Koormee Mokuddum, states :—

I am mokuddum in Gunga Buksh's turruf; have held for 40 years at least. I hold 50 cutcha beegahs at *buttaie*. I get *churwa*, *chanseree* (*vide* Koondree Gopulpore file), 4 seers and 5 seers, 1 cutcha punserie as *koor*. The *putwaree* manages the division; I hardly know what I get.

Koman Lall, Putwaree, confirms this.

If the talookdar wants money payment on *buttaie*, I pay two and a half annas in *kunkoot* in excess of bazar rates, and in *buttaie* the price of one cutcha punserie per maund. If any one offers to give more than I do, it lies with the lumberdar to turn me out if I refuse to give as much; but of course I get the refusal. It is exactly as the lumberdar chooses, whether, in consequence of my being an old assamee, he should let me continue at a somewhat lower rate than the highest bid. As an old assamee, however, I should expect to be allowed to offer a little less, an anna or so.

This exactly describes what I have been told in every village where I've asked the question, *what* do "kudeeme assamees get?"

## No. 2, RAMSAHAI, Bhat.

I hold 14 cutcha beegahs as *shunkullup* for some seven generations. Our *shunkullups* can be mortgaged when we please; but we must first ask the lumberdar's consent. It is not a *bishunpret* *kooshust* grant. I understand that, if the talookdars choose to send us on any proper business suiting a *bhala manus*, we are bound to do it, but not bound to do any dirty work. The Thakoors and the canoongoes agree that this kind of *shunkullup* is *kullian birt*; that it is not sacred, like the Brahmin's *shunkullup*, nor mere service

jagheer, like that to dhobies, &c. &c. As a fact, no Hindoo talookdar would think of confiscating it.

No. 3, DIAL, Koormee.

We have held 30 cutcha beegahs for 30 years or more ; were settled by Gunga Buksh ; hold at buttaie rates ; get churwa 4 seers, but not "koor." If the talookdar wants money payment, I pay 2½ annas in kunkoot, or, if buttaie, price of 5 cutcha seers in excess of the bazar price of the half which falls to my share after deduction of churwa.

I hope to get more from Shahpore to-morrow. It is an interesting village as the centre of the Kooer's talooka.

(Sd.) H. B. HARINGTON,  
Asstt. Settlt. Officer.

*Bughowlee, the 22nd March 1865.*

No. 4, URJUN, Bhat, states :—

I hold 10 cutcha beegahs *shunkullup* for some nine generations. It is, "*Poon nirt*" "*Kullian birt*," not "*kooshust*" (the difference in the two terms is this : "*kooshust*" bishunpret implies given to God as a religious gift ; *poon nirt*, or *kullian birt*, given for God's sake as a *charity*.) We do such work for the talookdar as is fitting, not dirty work. We cannot mortgage it away without asking the lumberdar's permission ; we can only *sell* it to the lumberdar. We can give it to a Brahmin or Bhat ; to no other, as they would hold the *poon nirt* on the same terms as we do. We can give it away to them without asking the lumberdar's consent.

No. 5, MUNNOO, Brahmin, Patuk.

I hold 24 cutcha beegahs *shunkullup* rent-free for seven or eight generations, *bishunpret*, *kooshust*. When *shunkullup* is given, the giver takes some of the sacred *koos* grass ; is hard and refractory : a *muntr* gives it as a sacred gift to the *shunkullupdar*. The gift is "*Bhugwan*," God : the *poon nirt* is a gift on God's sake to the giver. In *kooshust* *shunkullup* we can mortgage, sell, or give it away to whom we please, *without* asking the giver's consent.

Gunga Buksh, agent, and other landholders present, insist that the talookdar's consent is necessary.

Munnoo admits that the *proper* course is to ask the talookdar's consent, but that this is often taken for granted without being formally asked.

Madho Sing freely admits that no one who has given *kooshust* will ever resume it, nor will his heirs ; but insists that, without the giver's consent, it cannot be made away with.

No. 6, CHEYDEE, Misr, Shunkullupdar.

I hold 32 cutcha beegahs *kooshust* of five or six generations. We can only *give* or *sell* it to *Brahmins*, not to Koormees, &c. We can mortgage it, but *not* without the giver's consent. It was given us by some of the other Thakoors of Shahpore, not Gunga Buksh ; it is *their* consent whom we should ask.

No. 7, HEERA LALL, Thakooria Brahmin, Shunkullupdar.

We are five of us of one family, who hold 30 cutcha beegahs divided between us ; it is *kooshust*. In mortgages we first ask the lumberdar's consent. So long as any Brahmin or Bhat remains, we should give it to him ; if there are none, we should ask the lumberdar's consent before disposing of it.

No. 8, GOWREE, Bhat, Shunkullupdar.

I hold 10 cutcha beegahs *shunkullup*, *poon nirt*, *kullian birt*. Of course we should ask the giver's or his heir's consent before disposing of it. Have held for many generations.

No. 9, MANGHEE, Tumbole, Pan-seller.

We have held 24 cutcha beegahs for three or four generations. Of these 24 beegahs—

6 beegahs are rent-free.

13 ditto jumaie, at Rupees 14-8.

5 ditto buttaie.

I hold the 6 beegahs jagheer *as service* for supplying them with *pan*. They pay me for it, but I have to take them 35 leaves of *pan* per diem. This I understand to be the condition of my holding the jagheer. Of the 5 beegahs *buttaie*, I get my *churwa* 4 seers, and then divide the produce equally.

No. 10, NUGARAM, Koormee.

I hold 48 cutcha beegahs for three generations. I get *churwa*, not *koor*. I only pay *buttaie*, not *jumaie*. If they want money instead of grain, I pay the bazar rates on my half (after deducting my "*churwa*"), with the addition of *dirkuttee*.

The agent of Gunga Buksh and Madho Sing have been present, and agree to all said.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

III.—*Kashtkaree rights.*

*Qazee Behtuh, Talookdar R. Amir Hussein Khan.*

I visited this village this morning; it is large and flourishing.

*Present*:—The Rajah's agent.

No. 1, BHITTAIEE, Koormee, Ticcadar.

Lall Chund and my son, Sahibdeen, hold a lease at Rupees 1,400 (they have gone to the Gunga), and Rupees 75 as *sewaie*. We have held for three generations. I have no zemindaree rights. If any one offered Rupees 1,500 for the lease, and I refused to give as much, I, of course, should have to give up, but I ought to be allowed to hold the 100 cutcha beegahs which I plough, i. e., I ought to get from the new ticcadar the 100 cutcha beegahs as *buttaie* (half) rates, with *churwa* 4 seers and *koor* 7½ seers. I think it would be very hard and against custom to turn me out of my 100 cutcha beegahs. I let all my assamees hold at the old *buttaie* rates, and I should not dispossess them in favour of a higher bidder; and I should expect the same measure dealt to me.

No. 2, BADAL, Koormee.

I hold 50 cutcha beegahs of har land, *buttaie* half rates, after deduction in my favour of 4 seers "*churwa*" and 6½ seers in the cutcha maund as "*koor*." We were settled 20 years ago by *buttaie* with the Rajah's consent on *jungle land*, which we broke up. We were promised *always* to get our *churwa* and *koor* as a condition of settling.

Afterwards says: All my 50 cutcha beegahs are not *buttaie*. The khureef lands are *buttaie*. The *rubbee* lands are "*thuraie*," i. e., either before sowing, or before the crop is ripe, the ticcadar and I may agree to pay a certain sum as rent; it is guess-work. It is purely a matter of agreement among us, and follows no rule. I hold none at regular *jumaie* rates.

This is confirmed by (1) the ticcadar as far as *thuraie*.

Bhittaiie (1) continues:—When first the land was broken up by Badal, no specific arrangement was made with him, but when the land had been brought into regular cultivation I let him hold on at the same rates, and as long as I hold the lease I shall let him do so; but the Rajah is the true malik.

No. 3, BEKHAREE, Koormee.

I am nephew of Badal. Confirms his statements.

No. 4, FADIREH, Dikchit.

I hold 13 cutcha beegahs as *shunkullup* rent-free; it is "*koorshust*," bishunpret. Of course I cannot mortgage it without asking the Rajah's permission; it would be "*bed-hurm*," shameful, to do so.

No. 5, CREYDUN, Barber.

My brother, Mahommed, is barber, and holds some 5 cutcha beegahs as jagheer. It is held on *service* only; if he gave up his service, he would renounce his jagheer.



## No. 6, CHOTK, Chowkeydar.

I used to hold 25 cutcha beegahs, but have lost it from koor. I also threw up my service as chowkeydar. We all understand that our jagheers are for service, and that when they give up service they must give up their land. My brethren retain their jagheers and service.

Bhittaiie states that he turned the chowkeydar out for not looking after his duties, and after report to the Deputy Commissioner at Sentapore in charge of the estate.

*Camp Bughowlee, the 22nd March 1865.*

*Mouzah Bughowlee.*

IV.—*Kashikaree.*

Agents of Rajah Ameer Hussein Khan and of Gunga Buksh, Madho Sing, Girwur Sing, and other lumberdars, present.

## No. 1, MUNNOO LALL, Misr, Shunkullupdar.

I hold  $5\frac{1}{2}$  cutcha beegahs shunkullup for five generations *kooshust*. We must ask the talookdar's consent before disposing of it: rather, it is from the heirs of those who gave it that we should ask permission.

## No. 2, NICTHI, Misr, Shunkullupdar.

My grandson, Lalta, is gone to the Ganges. He holds 26 cutcha beegahs shunkullup for several generations. Of course, we must ask the *lumberdar's* consent, even though he does not belong to the family who gave us the shunkullup.

## No. 3, LALTA, Misr, Shunkullupdar.

Four of us hold 50 cutcha beegahs, which have been divided among us for many generations *kooshust*. We must ask the *lumberdar* before disposing of it; he is now the malik.

## No. 4, UNUNT, Misr, Shunkullupdar.

For three generations we have held 3 cutcha beegahs *kooshust*. It is the *custom* to ask the *lumberdar's* consent, but not *necessary*, before disposing of our shunkullup.

## No. 5, GOORDEEN, Misr, Shunkullupdar.

I hold  $5\frac{1}{2}$  cutcha beegahs *kooshust*. Of course we should get the *lumberdar's* consent; he is malik.

## No. 6, ACHLAD, Mokuddum, Koormee.

I am mokuddum in Gunga Buksh' turruf. I hold 110 cutcha beegahs *jumaie*, and 5 or 6 cutcha beegahs *buttaie*. I get no *koor*; only churwa 4 seers. The 110 cutcha beegahs *jumaie* were till last year *buttaie*; for them I pay Rupees 136.

Both Achlad and the putwaree agree that where the bordering fields were *jumaie*, this rent was arranged in accordance with the rates paid in them, and that where there were no *jumaie* fields bordering, the amount was struck by taking the average of the *yield* of the fields under calculation, and the average of the *prices* for the last three years. Sometimes the five years' average is taken.

If any one should offer Rupees 150 instead of my Rupees 136, and the *lumberdar* gave me the refusal of holding at Rupees 150, I should refuse; but it would be the *lumberdar's* undoubted right to turn me out on refusal.

The *lumberdar's* agents, on the other hand, admit freely that even if Rupees 150 were offered, yet that, as being a *kudeem assamee*, the present holder would have the refusal at a somewhat less amount.

This is what I have been also told in some 50 villages in which I have lately asked the question.

There is no actual rule or per centage as to the *amount* allowed in favour of the old cultivator.

It is called *reayattee*, and is, I believe, of almost universal existence, though variable in amount.

No. 7,

## No. 7, ADJODHIA, Misr.

I hold 3 cutcha beegahs shunkullup, or rather my brother, Byrow, does. Without doubt the leaseholder's consent is necessary to the disposal of it.

Besides this, Byrow holds 21 cutcha beegahs as *kashtkar*; he is *kudeem* and an *amneik* ("gentleman"). It is all *jumaie*. He gets  $1\frac{1}{2}$  punseries,  $7\frac{1}{2}$  seers cutcha as *koor*, and 4 seers as "*churwa*."

If any other *kashtkar* offered to hold without getting *churwa* and *koor*, it is the *lumberdar ka ikhtiar*. I don't say this from fear of the *lumberdar's* agent, but "*khoda ke raie se*."

## No. 8, BAIEE LALL, Koormee.

I hold  $58\frac{1}{2}$  cutcha beegahs of Gunga Buksh for 20 years at *jumaie* rates, for the last two years. I now pay Rupees 60; when it was *buttaie* I got *churwa*, not *koor*. This *jumaie* was arranged, part of it *merh bundee* by the rates of neighbouring fields, part of it on the average produce and average rates for the last three or four years. Such is the custom. If any one offered Rupees 70, I should refuse to give so much; *it wouldn't pay*; but the *lumberdar* could of course turn me out if I declined to pay as much as others offered.

## No. 9, GHUMRA, Koormee.

I hold 8 cutcha beegahs of Gunga Buksh since last year *jumaie* at Rupees 10-4. I got this land from the *lumberdar*, with the consent of the former *assamees*; my 8 beegahs being made up from fields held by different *kashtkars*. The same rent was paid last year. I had absconded and returned.

*Rajah Ameer Hossein Khan's cultivators.*

## No. 10, HURDIAL, son of SOOKUND, Dhobee.

My father holds 11 cutcha beegahs *jagheer*, but in consequence of service. If he refused to work for the *zemindars*, we should be turned out.

## No. 11, MUNWUR, Barber.

I hold 15 cutcha beegahs *jagheer* on condition of service. If I didn't shave the *zemindars* I should lose my *jagheer*.

## No. 12, JEEUN ALI.

I have held 15 cutcha beegahs for some 30 years; I pay Rupees 18. If anybody chose to offer Rupees 20, he might take it. I should refuse. Of course I should be *given* the refusal. Out of the 15 beegahs  $2\frac{1}{2}$  are *buttaie*. I pay 3 seers *kurch*.

## No. 13, LOKHAIEE ALI.

I hold 5 cutcha beegahs *buttaie* for 15 years. I get neither of its *churwa* nor *koor*; on the contrary, I give 3 cutcha seers in the maund as *kurch*, i. e. if produce is 10 maunds, 5 goes to the *lumberdar*; and besides this I pay 15 seers out of my 5 maunds as *kurch*.

## No. 14, TEJ SING, Thakoor (Amneik).

My sister was wife of Dhokul Sing, who died last year. I manage for his son, Bissessur Buksh. Dhokul Sing held 80 cutcha beegahs at "*punch our do*," i.e. out of 5 maunds he got 3, and the *Rajah* 2. He got this as an *amneik*. He was also the *old zemindar*, but had mortgaged his lands to the *Rajah*.

(The actual difference between the *amount* got by the  $\frac{3}{4}$   $\frac{2}{3}$  system and by the *buttaie* system, when *churwa* 4 seers and *koor*, often  $7\frac{1}{2}$  seers is granted, is *very small*.)

## No. 15, NOTHEE, Murao and Mokuddum.

We hold 55 cutcha beegahs, and have been in the village four generations. Sometimes we have held more, sometimes less; at present we hold 40 *jumaie* and 15 *buttaie*. In the *buttaie* lands we get *churwa* and *koor*, in all  $11\frac{1}{2}$  seers. For the 40 I pay in all Rupees 60; for the opium at Rupees 3; for others at less. If any offered to give more, and I refused to equal that amount, of course the *lumberdar* could turn me out. It is some 15 years since I had to pay *jumaie* instead of *buttaie*. I have lately held a lease of the *Rajah's*, half jointly, with Bissessur Buksh (14) at Rupees 1,007. Of course it can be raised.

*Bughowlee, the 22nd March 1865.*

*Nuhtowlie, Rajah Ibad Ali Khan.*

V.—*Kashtkaree enquiry.*

I visited Nuhtowlie yesterday, but deferred enquiring on account of the absence of the Rajah's agent, as he is up to date not present. I shall not detain the cultivators summoned.

The Rajah's putwaree, Suddoo Lall, present.

No. 1, OREE, Koormee, Mokuddum.

I am mokuddum for 30 years of *Bebipore*, hamlet of Nuhtowlie. I plough 65 cutcha beegahs *buttaie*; I get 4 seers churwa and  $6\frac{1}{2}$  koor. I understand that the lumberdar has power to turn me out; but if a ticcadar get the village, he would not turn me out; if anybody offered to give more for my 65 cutcha beegahs than I do, and I did not think it *worth while* to take the refusal, I should have to throw up.

No. 2, KESEREE, Telee.

I hold no *jagheer*, but 6 beegahs, as *kashtkar buttaie*. I get no churwa. I pay out of my half share of the produce 2 seers per maund as rukhwaree to the shama.

No. 3, JOWAHIR, Aheer.

Holds 26 cutcha beegahs *buttaie*. I pay 2 seers rubharee and 1 seer for the putwaree *in buttaie*. In *kunkoot* I pay 10 seers as kurch, and get 4 seers as churwa. I have held for 10 or 15 years. The lumberdar has full powers.

No. 4, BAWANEE, Koormee.

I hold 30 cutcha beegahs for 23 years *buttaie*. I get *churwa*, not *koor*, and pay two seers kurch. Doesn't seem to know what he *does* pay.

Oree (1) states, I hold the lease; I *don't* allow Bawaneec *hurwa*; I deduct two seers as kurch, one for putwaree, one for rukhwaree; the rest is equally divided. I have nothing to do with the *kunkoot*; the putwaree manages that.

Bawanee continues: It lies with the hakim lumberdar to turn me out or hold on.

No. 5, BHOOP SING, of Buldee, Koormee.

I have held for 20 years 30 cutcha beegahs *buttaie*, and pay two seers as *kurch*. The lumberdar can raise my rents or turn me out if he chooses.

A *fool*.

No. 6, BUKHTAWUR, Koormee.

I hold 21 cutcha beegahs for 18 years; was settled by the Rajah *buttaie*. I get no churwa in *buttaie*, but pay 2 seers kurch.

No. 7, DEENA, Chowkeydar.

I hold 8 cutcha beegahs *jagheer, khidmtee*. If I gave up my *service* as chowkeydar, I should have to give up my *jagheer*. Besides my *jagheer* I hold 16 cutcha beegahs as *kashtkar buttaie*, no churwa, but pay 2 seers as kurch.

No. 8, JUGGURNATH, Brahmin.

I hold 28 cutcha beegahs for some generations *buttaie*. I get churwa 4 seers,  $1\frac{1}{2}$  punseries,  $7\frac{1}{2}$  seers as *koor*, i. e., in *kunkoot*. In *buttaie* I get three-fifths, the lumberdar two-fifths. Of the two, *kunkoot* is the best. The lumberdar can turn me out. I would not pay more than I do now. If any one offered to do so, of course the lumberdar would give it to him.

No. 9, ADJODHYA, Brahmin, Shunkullupdar.

I hold 20 cutcha beegahs shunkullup for 10 generations *kooshust*. The Rajah has the *power* to turn me out, but it would be a disgraceful proceeding. The lumberdar must be consulted before we can dispose of it. Besides the shunkullup I hold 15 cutcha beegahs *kashtkaree buttaie* as *kunkoot*. I get churwa 4 seers and koor  $7\frac{1}{2}$  seers; as *buttaie*  $\frac{1}{2}$ . *Kunkoot* is the best.

No. 10,

## No. 10, MUNNOO, Koornee.

I hold 15 cutcha beegahs for six year *buttaie*; I pay 2 seers kurch, and divide the rest equally.

## No. 11, PRAGUI, Koormee, Misr, of Owliapore, another hamlet.

For 25 years I hold 31 cutcha beegahs *buttaie*. In *kunkoot* I get churwa 4 seers and *koor*  $6\frac{1}{4}$  seers; in *buttaie*  $\frac{3}{5}$ , but in *kunkoot* I pay *kurch*  $3\frac{1}{2}$  seers. If grain be taken,  $2\frac{1}{2}$  to lumberdar,  $\frac{1}{2}$  to putwaree, or three annas if price be given as *dirkuttee*; in *buttaie* 2 seers as kurch.

## No. 12, SOBHAN KHAN, Pathan.

I hold a lease of Owliapore for some 10 years. I plough 45 cutcha beegahs myself. Before I took the *ticca*, I held it at *buttaie*, getting churwa and *koor*, in all  $11\frac{1}{2}$  seers. I first gave Rupees 326, after that Rupees 575, then Rupees 525, then Rupees 450. I now pay in addition *kurch* Sewaie Rupees 19-8 + "Damee Putwaree" Rupees 18. It lies with the lumberdar to turn me out, or let me keep my lease.

The putwaree and assamees agree that a *kudeem* assamee generally is allowed *churwa* and *koor*, and give 20 years as the standing which makes a new assamee *kudeem*.

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*Bughowlee, the 22d March 1865.*

*Mouzah Lallpore, Rajah Amir Hussein Khan represented.*

VI.—*Kashtkaree*.

## No. 1, MOREE, Koormee, Mokuddum.

I have for 10 years held a joint lease with Ramdeen and Adjoodhya; first at Rupees 700, then at Rupees 345, the land having been waste. It was then three years cutcha; then a lease at Rupees 375, then Rupees 425; and has been so four years with Sewaie Rupees 18. Of course it lies with the talookdar to let me hold the lease or not. Did I not hold the lease I should hold 20 cutcha beegahs. I used to hold them at *buttaie*, and get churwa *not* *koor*, and paid *no kurch*. I now hold 50 cutcha beegahs in my own farm.

## No. 2, RAMDEEN, Koormee.

I hold a one-fourth share in Moree's lease. It lies with the lumberdar both to let me hold or take away my lease, and also the land I plough, formerly 25, now 55, cutcha beegahs. When the village was cutcha I got churwa, *not* *koor*, and paid no kurch.

## No. 3, DOORGA, Bhat.

I hold no shunkullup, but 17 cutcha beegahs, at Rupees 17. It has been all *jumaie* for some six years; before that some was *jumaie*, some *buttaie*. I got no *koor*, but *churwa*, and paid two seers *kurch*. When *buttaie* was changed to *jumaie* the calculation was based on the three years' average of price and produce. Since then I have held at same rate. If any offered Rupees 20, it lies with the lumberdar to let me hold on or not. The refusal would be given to me, but I should not let the *ticcadar*, but only the lumberdar, raise the rates; he is *malik*.

## No. 4, MOTEE, Chumar.

I hold  $1\frac{1}{2}$  beegahs as *jogheer*; it is *khidmuttee*. I have to do *service* for it, and do the lumberdar's bidding. If I did not work for him I would lose my *jagheer*.

## No. 5, BULDEE, Koormee.

I hold 7 cutcha beegahs for 25 years *buttaie*. I get no churwa and pay no kurch: the division is half and half. I also hold 7 cutcha beegahs at Rupees 7, for 6 years. If the *ticcadar* wished to raise my rents, I should refuse; if the lumberdar did so, I should either pay or throw up; he is *malik*.

No. 6.

The ticcadars and assamees both seem to understand that the custom is that the lumberdar should only raise the *rates* when a *bonâ fide bid chura ooparee* is made.

(Sd.) H. B. HARRINGTON,  
Asstt. Settlt. Officer.

*Bughowlee, the 22d March 1865.*

*Jukhour.*

VII.—*Kashtkaree.*

I visited this village yesterday ; it is held by Pragdutt, represented by his relation, Goor Pershad.

No. 1, BHATE LALL, Koormee, Misr.

I hold 17 beegahs 13 biswas for 20 years ; was settled by Pragdutt ; pay *buttaie*. I get churwa 4 seers, no koor. I give 2 seers kurch. Pragdutt is malik, and if any offer more, he can turn me out.

No. 2, MOHUN, Koormee.

I hold 20 cutcha beegahs, 10 jumaie, at Rupees 13-4, 10 *buttaie* ; have held for 18 years at same rates. I get no churwa, but pay 3 seers kurch. Pragdutt has full powers to raise the rents or turn me out.

No. 3, BENI, Koormee.

We hold 6 beegahs  $7\frac{1}{2}$  biswas jumaie at Rupees 10-2 $\frac{1}{2}$  ; 4 beegahs 7 biswas *buttaie* ; we have held at same rates for 15 years. I pay 2 seers kurch, and get no churwa. The lumberdar has full powers to turn us out or raise our rents.

No. 4, DEEBEEDEN, Sookul.

I have held 4 cutcha beegahs jumaie at Rupees 3-12 for years. I am an *amneik* ; were I not an *amneik*, I should have to pay Rupees 1-8 per beegah, or Rupees 6 for my land. The lumberdar has full powers to turn me out, but if he told me to pay full rates I should throw up as being *amneik*.

No. 5, RAMBUKSH, Koormee.

Holds 18 beegahs 12 biswas, jumaie 9 beegahs 2 biswas at Rupees 8-2, *buttaie* 9 beegahs 10 biswas ; gets no churwa, and pays 2 seers kurch. Admits the full rights of the lumberdar, but I should throw up *all* if turned out of it.

No. 6, LEEUN, Kahar.

I get 4 beegahs *jaghee khidmuttee*. I have to do personal attendance on any visitor to the lumberdar ; if I did not do *service*, I should lose my jagheer.

No. 7, ZORAWUR, Koormee.

Holds 18 cutcha beegahs *buttaie*, 6 jumaie, Rupees 9-6-9, at same rates for 12 years ; pays 2 seers kurch ; gets no churwa.

It is agreed on all sides that the assamees after division of the grain get the small sweepings that are left; this is called *tweerasote*; sometimes more, and sometimes less.

(Sd.) R. H. HARRINGTON.  
Asstt. Settl. Officer.

*Bughowlee, the 22d March 1865.*

VIII.—*Kashtkaree Claim.*

I visited this village this morning; it consists of seven poorwas. Lumberdar Rajah Ameer Hussein Khan represented.

I.—GOWRA KHAS.

MUKHUN, Misr.

I hold a lease of Gowra at Rupees 698; it was first Rupees 660. The lumberdar is full malik. Can give no account of his holding independently of his land; says he sometimes held more, sometimes less.

BHOJEE, Kormee.

I am Mukhun's nephew. Before we held the lease I used to hold 80 cutcha beegahs *buttaie*, getting both churwa and koor. The Rajah has full rights; we are his old assamees; he can do as he likes.

I find that they have *not*, as I directed them, brought their old assamees, and defer the case till to-morrow.

*Mutwarrah, the 23d March 1865.*

JUGGERNATH.

I hold 60 cutcha beegahs jumaie at Rupees 78, with kurch Rupees 80, for 18 years at same rates. Should any offer Rupees 90, I should refuse and throw up; I would not pay any higher rate. Of course the Rajah could raise the rent if he could get any one to give it.

MUKKA, Koormee.

Am an old assamee, holding for 20 years 25½ beegahs, all jumaie, for Rupees 30; used to pay Rupees 26; have paid Rupees 30 since 1266 Fuslee. Intermediately it was raised to Rupees 29; no one offered to give more. The real reason was that in the mutiny Chuttrputtee Sing made me pay Rupees 30, and so the Rajah (Court) continued his old rate.

BUKTAWUR.

I hold 26 cutcha beegahs at Rupees 23, for 18 years at same rate. Should any offer Rupees 30, he might take it; I should *not*; it would not be worth it. No assamee would bid Rupees 50, unless he well knew that the produce was worth Rupees 60. Rupees 23 represents half profits. All arrangements of rent are made on the understanding that the assamees get half profits; no assamee would make a higher bid than would realize him half.

MUNSA, Shepherd.

Holds 30 cutcha beegahs for 18 years at Rupees 23 at same rates. Chuttrputtee raised it by Rupees 3, and the Rajah confirmed it at Rupees 40. Thinks that Rupees 25 was the fair rate at half and half; the Rupees 3 put on by Chuttrputtee was in excess. Would not give Rupees 30; any one might take it who offered Rupees 30.

## MUNGUL, Koormee.

Holds 28 cutcha beegahs at Rupees 56, for 18 years; raised from Rupees 32 by Chuttrputtee in the mutiny. Gets half profits as a general rule; sometimes more, sometimes less; this year *all* lost.

## KESEREE, Chowkeydar.

Gets 16 cutcha beegahs jagheer; in another village 12. It is khidmuttee. Would of course lose it if he ceased to work. Also holds 34 cutcha beegahs at Rupees 40-3 for 18 years; is content with what rates the Rajah should put on!

## MUNNOO, Soonia Bildar.

Holds 15 cutcha beegahs jagheer *khidmuttee* for looking after trees, &c. on Mahomudabad road.

## II.—KASEEPORE.

## GOLRAY, Koormee, Mokuddum.

I hold a lease of Kaseepore at Rupees 268. In Nawabee the village was cutcha. I then held 60 cutcha beegahs, and have done so for years, at buttaie rates. I get churwa 4 seers and *koor*  $6\frac{1}{4}$  seers; this was because I was mokuddum. There are only two chupperbund assamees, Shoree and Narain; they were settled last year. The village was waste; the others are pykashts. There is no difference made between pykasht and chupperbund; *who ever heard of a khoodkast ryot?* Sometimes pykasht cultivators get *koor*; there is no regular rule.

## MUNGRAY, Chowkeydar.

I hold 22 cutcha beegahs *jagheer khidmuttee* for so long as I do service, no longer.

## III.—NARAINPORE.

## MOTEE LALL, Mokuddum.

I now hold a lease of Narainpore at  $201 \times 4$  out of my 70 cutcha beegahs; 30 are jumaie at Rupees 15, the old rate for 15 years. If any should offer Rupees 20, and I refused, he would of course get it. My old holding is 70 cutcha beegahs; I held at battaie rates. I was settled 15 years ago, and get churwa and  $7\frac{1}{2}$  seers *koor*. I settled two assamees there last year, Soorjee, Koormee, and Hera. I give Soorjee *koor* and churwa; Heera only gets *churwa*. I take two seers kurch from each. There are many pykashts. Some of them are *kudeem*; e.g., *Oomreio of Guddeepore* is a *kudeem* pykasht in Narainpore, and gets *koor*.

## RAMDEEN, Doobey, Shunkullupdar.

I hold 5 cutch beegahs *shunkullup* for three generations bishunpret. I must ask the lumberdar's permission before I can dispose of it.

## OOREE, Bildar.

I get 15 cutcha beegahs jagheer rent-free for 15 years *khidmuttee*. It is for looking after the trees on the road to Mahomudabad; if I did not do this well, my jagheer would be confiscated.

## IV.—PALUNGA.

## CHUNDEE SING, Kooer.

I have been settled for 52 years. Am *not* the zemindar; I am *amneik*. My holding is 80 cutcha beegahs, all buttaie. I get churwa 4 seers, *koor*  $7\frac{1}{2}$  seers. If any one offered higher terms than I chose to give for my 80 cutcha beegahs, of course I should give up in his favour. All the rest are *new* assamees.



SHUDUTT, Sookul.

I am chupperbund assamee for 20 years. Chundee Sing calls me new, because he has held 50 years. I am certainly *not* a kudeem; one or two generations go to make a kudeem. I am *amneik*, and get  $7\frac{1}{2}$  seers koor, besides churwa. We understand that *koor* is the *hulwaha* (ploughman's) right, not ours; it is his wages, and all he gets.

MIRHWAN, Koormee.

I hold 44 cutcha beegahs for 22 years buttaie. I used to get koor from the Rajah Sahib; but since Dhokul Sing got the hamlet maafee, he doesn't give me koor, but gives me churwa 4 seers. It is hard measure for me, but holding on without koor for my eight years I showed that I agreed to it. Afterwards admits in the Rajah's time my brothers used to do *mokuddumee*, but since Dowlut Sing's time we don't; I still think that I *ought* to get it.

DULJEET SING.

For eight years I have held Palunga as *maafee* from the Rajah. It is true that I don't allow Mirhwan his koor. I never used to give *koor* when I was zemindar of Kowadunda; it was not the custom. Moreover, Mirhwan's people used to be the mokuddums of the Rajah, but I manage myself. They have no trouble on my account, and they are not, therefore, entitled to koor.

All the assamees present unanimously state that no assamee would dream of bidding higher for any land than such rent as would leave him half profits.

## V.—JANCHABERH.

BUSTEE, Koormee, Mokuddum.

I am mokuddum for three generations, holding 30 cutcha beegahs at buttaie rates. I got full churwa and *koor*. I now hold a lease. The 4 seers churwa is taken before the wheat is divided, the two seers kurch are taken from the assamee's share *after* division.

(Thus the *kurch* and *churwa* exactly balance one another.)

## VI.—RAMAPORE.

HINDU, Koormee.

Five of us are ticcadars of Ramapore. I hold 60 cutcha beegahs at buttaie rates, getting churwa 4 seers, and koor  $6\frac{1}{4}$  seers. Koor and churwa are deducted *before* division; *kurch* we give after division.

DABEE, Koormee.

I am a new assamee. I get neither koor nor churwa, but pay two seers *kurch* from my own half after division.

## VII.—GUJNEEPORE.

MOTEE DASS.

I am *cheyla* to Sookha Dass, muhunt. He holds 15 cutcha beegahs jagheer for 30 years. Should the muhunt leave, or do bad work, or misbehave, *of course* the jagheer could be resumed.

During the latter part of the enquiry Tujumm-ool-Hussein Khan, Vice-President of the British Indian Association, has been present and shown every readiness in answering my enquiries. I shall give his statement when enquiring into his village, Mutwarrah.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Bughowlee, the 22d March 1865.*

*Mouzah Sooltanpore.*

*IX.—Kashtkaree Claims.*

This village borders on Bughowlee ; lumberdars Rajah Ameer Hussein Khan, Gunga Buksh.

No. 1, NAUHO, Koorme, Mokuddum.

I have held a lease of the Rajah's turruf for 11 or 12 years regularly at Rupees 40 ; it is only 40 beegahs. The Rajah could, of course, turn me out ; but if any other ticcadar got the village, I should be allowed to get from him the equivalent of the *churwa* and *koor* which I used to get when the village was *buttaie*. Afterwards says, if the Rajah got an offer of Rupees 50 or Rupees 100 for these 40 beegahs, and I declined giving so much, I should go to another village, and expect to get *churwa* and *koor* from him there. I should get the refusal ; if I refused I should lose my *churwa* and *koor* in Sultanpore. I have no assamees.

*Gunga Buksh-ka-turruf.*

No. 2, DHUNNEE, Koormee.

I hold 30 cutcha beegahs, 3 *beegahs maafee* ; for eight generations, 27 beegahs *buttaie*. I get no *koor* ; get *churwa* ; pay *kurch*, 2½ annas *dirkuttee*, or 2 seers in *buttaie*. Though I have held for eight generations Gunga Buksh could turn me out.

Read over and confirmed.

No one else present.

Dhunnee says, my brother, Bawanee, holds 30 cutcha beegahs on same terms ; the lumberdar some 100 cutcha beegahs seer.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

*Bughowlee, the 22d March 1865.*

*X.—Kashtkaree Claims.*

*Burda, Rajah Ameer Hussein Khan.*

No. 1, HEMRAJ, Koormee.

I hold a lease of Burda at Rupees 168. I have been mokuddum 15 years and ticcadar 6. I have always held 50 cutcha beegahs at Rupees 25 ; no increase or decrease ; and 20 cutcha beegahs *buttaie*, getting 4 seers *churwa* 6 seers *koor*. If any one offers more for our lease or our holding, he can take it. The Rajah is malik.

No. 2, CHOTEE, Koormee.

I am sharer with Hemraj ; I confirm all he says.

No. 3, KUNHANIR, Koormee.

I have only held for five years, having previously absconded. I hold 30 cutcha beegahs *jumaie* at Rupees 30, and 8 *buttaie*. I get *churwa* 4 seers, and pay *kurch* 2 seers. The Rajah is malik ; he can raise my rents, or turn me out.

No. 4, NARAIN, Koormee.

I have held 33 cutcha beegahs for 10 years at same rate, at Rupees 25, and 8 beegahs *buttaie*. I get *churwa*, and pay *kurch* 2 seers. The Rajah has full powers ; why should I complain if he turned me out ?

No. 5, CHOUHAN, Koormee.

I hold 11 cutcha beegahs for six years, at Rupees 11½, at same rates. No *buttaie*.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

*Bughowlee, the 22d March 1865.*

*Tigayen, hamlet of Buddoopore.*

XI.—*Kashtkaree Claims.*

Lumberdars GIRWUR SING, SIRDHAREE SING, ZALIM SING, present.

I visited this village yesterday.

No. 1, BUKHUN, Koormee.

I have been for ever so many generations *mokuddum*. I hold 88 cutcha beegahs at Rupees 82 at same rates. When it was *buttaie*, I got *churwa*. I now get Rupees 10 as *mokuddumee*.

The putwaree shows, and Bukhun admits, that he gets only Rupees 4 in lieu of *churwa*, paying Rupees 86 instead of Rupees 90. "Of course the zemindars can turn me out; they settled me."

No. 2, RAMDIN, Koormee.

I hold 50 cutcha beegahs from time immemorial. I pay Rupees 43, getting Rupees 2 out of Rupees 45 excused in lieu of *churwa*. It lies with Madho Sing to turn me out; they are maliks.

No. 3, SHEOGHOLAM, Koormee.

I hold 50 cutcha beegahs at Rupees 45, but only pay Rupees 43, two being excused in lieu of *churwa*. Confirms rest as to zemindars' powers.

No. 4, BULDEE, Koormee.

I hold 50 at same rates *as rest*. The zemindars have full powers.

No. 5, CHEYDIE.

Confirms rest word for word.

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*Moorutpore, another hamlet.*

No. 6, RAMGHOLAM.

Held for 20 years. Freely admits zemindar's rights to turn him out.

No. 7, MUKKA.

Holds 25 cutcha beegahs for 10 years. Freely admits zemindar's right to turn him out. Lumberdar can raise rents if he choses, but I should throw up.

No. 8, CHEYTUN.

Twelve years, 22 cutcha beegahs, at Rupees 22½. Confirms rest.

No. 9, GUNGA.

Twenty cutcha beegahs, six years, *jumaie*. The zemindar can turn me out whenever he likes.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Mutwarrah, the 23d March 1865.*

*Mouza Achecha.*

XII.—*Kashtkaree.*

I have visited this village, and got together the following:—

No. 1, FURKHUND ALI.

I hold the village regularly under Padshah Hussein Khan. I incorporated the village in the Butwamow talooka, but am virtual proprietor. My assamees hold by *buttaie*, except sugarcane, which is *jumaie*. I have very few assamees, and none more than of 12 years standing. I allow the *mokuddum*, Tilluck, *koor* on account of the trouble he takes in the village on my behalf. To the other assamees I allow 4 seers *churwa*, but take from some 3 seers, from others 5 seers, as *kurch*. I do not hold myself obliged to give *koor* to any of my assamees in the event of their becoming *kudeems*; but what they get now that I shall uphold in them. Up to this time no *chura ooparee* has occurred in my village; but if any assamee offered to give money rates instead of *buttaie*, or, when money rates had been fixed, if any assamee offered to give Rupees 12 for a field on which Rupees 10 had hitherto been paid, of course I should have full right to turn the old assamee out *if he refused* to hold at Rupees 12. It is his right to have the refusal given him; and if he were an old assamee I should take from him something less, as the equivalent of the *churwa* and *koor* which were formerly allowed. This is the *custom*. Rents can be raised if the fields have been improved and fitted for better crops than they formerly produced. If it had been improved by the assamee's work and money, I should say to him, "Bhaiee, this field is now worth Rupees 10, but I'll take from you Rupees 8 or Rupees 9," as the case might be. A fair landlord will invariably allow the old assamee to hold at *ryottee* rates, if he has improved the land. *Chura-ooparee* competition at the end of the year is common enough, although not just hereabouts, where assamees are few; and if the old assamee refuse to equal the old (with all due allowances in his favour), he is invariably (liable to be) turned out. He always, however, gets the refusal. A landlord can enforce *payment* for his share of grain at *kunkoot* or *buttaie* at bazar *niriks*, and with the usual mutual allowances of *churwa*, *kurch*, and "dirkuttee." The last is not always enforced.

Furkhund Ali is a respectable old gentleman. He has brought his *mokuddum* and assamees with him, and I am convinced he is telling the truth.

No. 2, TILLUCK, Mokuddum.

I was settled by Furkhund Ali; am his *mokuddum*, and hold 56 cutcha beegahs *buttaie*, except 7 cutcha beegahs sugarcane at Rupees 7. I get *churwa* and *koor* as *mokuddum*. The other assamees get *churwa*, not *koor*. If any one offered more rent for my fields than I thought was worth giving, I should throw up and take other lands. Of course I should have no right to stay on.

No. 3, GUNESHI, Koormee.

I was settled six years ago by Furkhund Ali. I get *churwa*, not *koor*. If I ploughed on for 20 years and became a *kudeem* assamee, I might get *koor* from the Sirkar (Furkhund Ali), but not as a matter of right. We have no *kudeem* assamees in Achecha.

No. 4, PAN, Koormee.

I hold 30 cutcha beegahs for 10 years. Get *churwa*, not *koor*. If I refused to pay *jumaie*, and any one else offered to pay at higher rates, he would get the land. It is *lumberdar ki ikhtiar men*.

No. 5, GIRDHAREE, Koormee.

I hold 42 cutcha beegahs for five years. Confirms the rest word for word.

(Sd.)

H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Camp Mutwarrah, Padshah Hussein Khan.*XIII.—*Kashtkaree.*

Tujumm-ool-Hussein Khan, the real talookdar and Vice-President of the British Indian Association, has come over from Butwamow to be present at the enquiry, at my request.

## No. 1, LOKHAIEE, Mokuddum.

I have been 15 years mokuddum. Was settled by Tujumm-ool-Hussein Khan Sahib. I hold 93 cutcha beegahs, 12 cutcha beegahs jumaie for sugarcane, at Rupees 8, the rest buttaie. I get  $7\frac{1}{2}$  seers cutcha, koor and churwa. Why should any one bid against me so long as I am ready to give as much as they would offer? If I refused to give as much, of course I should be turned out. In some villages chura ooparee does take place; it never has in ours. There are a few assamees, though no pykashts. All kashtkars understand that to make a higher bid than would secure them the equivalent of *half* the produce would be to bid for a *loss*, and none would do it. If he were to get *less* than *half*, he would certainly throw up.

## No. 2, NOLEE, Koormee.

I hold 78 beegahs 10 biswas for six years. Am a new man. I get koor and churwa. I was settled in a new Noorwa Bebiopore, which had become waste; hence I get *koor*. I hold 7 cutcha beegahs at Rupees 3-8.

## No. 3, JANKEE, Koormee.

I am a "new" assamee, of 16 years only. I hold 58 cutcha beegahs, 8 beegahs sugarcane jumaie, rest buttaie. I get koor, because I do the Sahib's biddings when he comes, run messages, &c. We are all only too glad to give *nuzzur* to the Khan Sahib when he comes, for he gives us *koor*, and that adds greatly to our reputation. Sir, this is perfectly genuine.

## No. 4, RAMDIN, Koormee.

Holds for five years. Gets charwa, not koor. I pay no nuzzur, as I get no koor.

## No. 5, MUNNOO, Koormee.

Holds  $44\frac{1}{2}$  cutcha beegahs. Gets koor, and gives nuzzur. Why should not I give nuzzur when I get koor?

## No. 6, BEKHAREE, Koormee.

Holds 98 cutcha beegahs, 8 beegahs sugarcane, rest buttaie. Gets churwa, not koor.

## No. 7, FUHUCH, Koormee.

Holds 23 cutcha beegahs, 4 beegahs sugarcane, rest buttaie. Only gets churwa.

All unite in testifying to the kindness shown them by the talookdar, and are loud in their praises as to his "khatir kurna."

Tujumm-ool-Hussein Khan tells me it is a thoroughly understood thing that the produce of the soil shall be divided half and half between the landlord and cultivator. Competition *chura ooparee* is a common thing, but I am convinced that not a single assamee would bid more than he thought would realize to him half profits. They do not actually *bid* as in an auction; but if an assamee sees that a field paying Rupees 8 is worth Rupees 12, he will certainly make an offer to take it at a higher rent. The old assamee invariably gets the refusal; and if he is kudeem, or if he has held at favourable rates, or has spent time or money on the field, we should raise his rents, but make a fair allowance for him, and make a deduction from the highest bid.

The reason of our giving *koor*, and allowing the *amneik* to hold at lower rates, is this: it is not merely on account of caste, but because this class of men generally have more oxen and cultivate better than the poorer assamees. It is to our advantage to encourage them;

them ; so, if in settling new assamees we see any with strong oxen and likely to turn out a good cultivator, we are glad to get him with the grant of koor. I should think that through my estates almost two-thirds of the assamees get koor, and this is often commuted for the regular rate of two-fifths to me, three-fifths to the assamee. There is only about  $2\frac{1}{2}$  seers difference between the "*punch-o-do*" custom and the granting of koor, and the former is more convenient.

I cannot but here record my testimony to the frank way in which Tujumm-ool-Hussein Khan has answered every question I have put to him (a great many more than I have had time to record), and to the pleasant relations which evidently exist between him and his tenants.

I arrived late last evening in this village, and called the people together at daylight this morning. He appeared after cutcherry had begun, and there is no *collusion* between him and his tenants. What has been said has been said *bonâ fide*.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

*Mutwarrah, the 23d March 1865.*

*Bondwa.*

#### XIV.—*Kashtkaree.*

Rajah Ameer Hussein Khan (Putwaree and Agent present).  
I visited this village this morning.

##### No. 1, GIRDHAREE, Koormee.

Am now ticcadar at Rupees 351. Was old mokuddum for several generations ; has *baghs*. Original holding was 40 or 50 cutcha beegahs at buttaie. Got churwar and koor. Has paid jumaie for 10 years. Can't remember exactly how change took place. Would throw up if Rupees 20 more was asked. If a new ticcadar should come, and ask more rent for my old holding than I thought it was worth, "*then let us divide it by buttaie.*"

##### No. 2, BUDDOO, Koormee.

Holds 20 cutcha beegahs,  $12\frac{1}{2}$  beegahs at Rupees 21-4,  $9\frac{1}{2}$  beegahs at buttaie. Is of 13 years standing. A new assamee gets no koor, but gets churwa and pays kurch ; churwa *before* division, kurch 2 seers *after*.

##### No. 3, BENI, Koormee, age 20.

My father has held for 13 years 16 cutcha beegahs at Rupees 26 at same rates. Ought to be allowed for improvements if rent was raised. Should complain if he was turned out by rent being raised, and no allowance made for improvements.

##### No. 4, CHEYDEE, Koormee.

Holds 25 cutcha beegahs at Rupees 37 for 14 years at same rates. Would not give Rupees 50 ; but if anybody was fool enough to offer it, he might take it.

##### No. 5, SAHMUL, Koormee.

Holds 16 cutcha beegahs at Rupees 26. Is "*kudeem*". Has settled for three generations. It was formerly buttaie ; then got churwa, not koor. Would not pay Rupees 35. If any one would really *give* it, he might take it.

##### GIRDHAREE, Ticcadar, states—

That if any quarrel should arise about rent between him and his assamees, he always let them *divide* the produce ; but the arrangement to do so must be made at the *beginning* of the year.

MADHO SING, called in as a Zemindar, says :—

This is *often*, but by no means *always*, the case. If the assamee is a *good* one, the landlord is very glad to solve the question of rent *by* allowing buttaie, whether it is buttaie or a *jumaie*. The invariable basis on which rents are calculated is *half* produce to each party with customary deductions.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Mutwarrah, the 23d March 1865.*

*Mouzah Behtee, Rajah Ameer Hussein Khan.*

XV.—*Kashtkaree.*

CHUTTRPUTTEE SING.

I have been unable to get the assamees together before.

No. 1, ABDULLAH.

I was formerly a zemindar of Behtee, but have been long out of possession. Have since 1266 Fuslee held a lease from the Rajah. My proper holding here for 200 years is 122 cutcha beegahs *seer* held at buttaie rates; two fifths to lumberdar, three fifths to me.

N.B.—This a *proprietary* case, not cultivator.

No. 2, RAMSAHAI, Brahmin.

Holds  $19\frac{3}{4}$  cutcha beegahs kashtkaree, formerly at buttaie rates, but at Rupees 23 since 1267 Fuslee. Am an amneik, and got *koor*. My rent was calculated on the three-fifth, not half, basis; any increase of my rent, &c. made on the three-fifth principle. I should be willing to pay any increase if it was really shown that the land on the three-fifth calculation was *worth* it; i.e., if rent was raised to Rupees 30, and I thought it *worth* that, I should give it; if I thought *not*, but some other assamee thought it *was*, of course he would get it. If the bidder was not an *amneik*, he would have to pay still more on the calculation of half, not three-fifths.

No. 3, RAMLALL, Shunkullupdar.

Holds six cutcha beegahs shunkullup. Must ask the Rajah before he can dispose of it. Also holds 65 cutcha beegahs at Rupees 73-10. Up to 1266 Fuslee it was buttaie. Is an *amneik*, and got churwa and koor. The Rupees 73-10 rent was adjusted on the three-fifth principle.

No. 4, BONDHU, Aheer.

Has held for 20 years; is a *new* man;  $23\frac{3}{4}$  cutcha beegahs,  $21\frac{1}{2}$  jumaie, Rupees 35,  $2\frac{1}{4}$  cutcha beegahs buttaie; pays 3 seers kurch out of his own half; gets no koor or churwa.

No. 5, MUKKA, Chowkeydar.

Sixteen cutcha beegahs jagheer *khidmuttee*.

No. 6, SHEOSAHAI, Brahmin.

Kashtkar; 30 years; neither kudeem nor new;  $20\frac{1}{2}$  cutcha beegahs at Rupees 25 jumaie since 1267 Fuslee; formerly buttaie; is an *amneik*; and rent was arranged on the three-fifth principle.



## No. 7, DABEEDEN, Brahmin.

Holds 3 beegahs *shunkullup* from both lumberdars jointly ; cannot dispose of it without their consent ; also holds khalsa 32 cutcha beegahs at Rupees 45. Rent was in 1267 Fuslee adjusted on the three-fifths principle.

## No. 8, MUNGRAY, Chumar.

Holds 1 beegah 2 biswas *jagheer khidmuttee* for doing labour, cutting grass, bringing wood, &c. ; also holds 24 beegahs 2 biswas at Rupees 32-8, 9 buttaie ; pays 3 seers kurch.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

*Mutwarrah, the 23d March 1865.*

*Bundwa.*

XVI.—*Kashtkaree.*

Visited this morning. Lumberdar Asgur Hussain, Putwaree, present.

## No. 1, DEENĀ, Mokuddum.

Holds 80 cutcha beegahs, all buttaie, except 8 cutcha beegahs sugarcane, at Rupees 8 ; gets *koor*. Would hold on if *rents* were raised to *jumaie*, at half rents, or rather three-fifths, as he gets *koor*. If any gave more, let him take it.

## No. 2, FAKIRĀH, Koormee.

Sixteen years ; a new man ; 85 cutcha beegahs 10 biswas sugarcane at Rupees 10 ; rest buttaie ; gets full *koor* and *churwa*. Is ready to pay rent as long as calculated on three-fifth principle ; would not do so on the half calculation, and my 15 years labour should also be calculated. Should any *bonā fide* offer be made in excess of my rent, and I was certain that, after allowance being made for my being an *amneik* and for my labour, the offer was fair, I should give as much ; if more was offered, I should throw up.

## No. 3, TALUCK, Koormee.

Am a new man, of 10 years standing ; hold 20 cutcha beegahs *buttaie* ; gets *churwa*, and gives *kurch*.

## No. 4, HORASS, Koormee.

Is a new man, 10 years standing ; holds 19 cutcha beegahs at *buttaie* ; gets *churwa*, and gives *kurch*.

## No. 5, DOMBAY, Koormee.

A new man, of 10 years ; 29 cutcha beegahs *buttaie* ; gets *churwa*, and pays rent.

Whilst freely and fully admitting the lumberdar's right of ouster and of increasing the rents, the assamees all say that their notion of a just increase of rent is as follows :—

If Rupees 10 has been the rent for a field, but by improved cultivation it has become worth Rupees 30 on the half-and-half basis, then, if they are *amneik*, the calculation should be on the three-fifth, not on the half produce, basis, and the rent to them would be not Rupees 30, but Rupees 25. Besides this, if their previous labour and cost of increase should be valued at Rupees 10, then from the Rupees 25 this should be deducted, leaving Rupees 15. They would in such a case hold it quite fair to raise the rent from Rupees 10 to 15 (they could not do otherwise). What they insist on as fair is, that the equivalent of their *amneik* allowances, and some compensation for their labour, should be allowed

allowed them in increasing their rents. They say that in the neighbouring villages this rule has been attended to by the surrounding lumberdars.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

The assamees above examined were sharp fellows, and volunteered the remark that they had heard that the Sirkar was going to limit rents.

*Camp Butwamow, the 24th March 1865.*

*Mouzah Oodapore, Talooka Butwamow.*

XVII.—*Kashtkaree.*

This, like Achecha, is in Furkhund Ali's poorwa. Furkhund Ali has already given his statement.

The Butwamow Agent is present. The following assamees were sent in by sudder moonserim. I visited the village last evening.

No. 1, MUNNOO, Koormee.

We have been mokuddums for many generations, but intermediately absconded and returned 12 years ago. Says he absconded for no oppression, but because most of his household had died. Holds 40 cutcha beegahs, churwa and koor, the buttaie being on the three-fifth principle; gets this as *mokuddumee*. Should money rates be put on his holding, it would be at three-fifth, not one-half, rate of produce. Should jumaie be fixed, and any assamee offer higher rates, it lies with the *Sirkar*, Furkhund Ali, to take the higher offer; but an allowance would be made to him, Munnoo, as having held *koor*. *Chura ooparee* is not uncommon, but only made on the understanding that under the highest bid *half* produce will be realized. This is never exceeded. A common ryot will never bid against an amneik, or against one who gets *koor*.

No. 2, MALLOOR, Koormee.

Holds 40 cutcha beegahs *buttaie*, not *koor*; has held seven years. No kudeem assamee gets *koor* merely *because* he is kudeem; but if he gets it, it is because he has worked for, or helped, the lumberdar; e.g., induced new assamees, &c. to settle. My fathers lived in *Ralbharee*; there they got *koor*, &c. &c. &c., and all privileges. Some of us were settled by the wife of Jaffir Hussein in Bibipore (now a village), then a hamlet of *Ralbharee*. In Bibipore we got *koor* also. I absconded from *Bibipore* and settled in Oodapore, and so I could expect no *koor* from Furkhund Ali. It was a matter of kindness to excuse me *kurch*. I *don't* get *churwa*. If Furkhund Ali turned me out, why should I complain? He is malik; I am not zemindar.

No. 3, SURUJ BAH, Koormee.

I hold 40 cutcha beegahs *buttaie* for eight years; get no *koor*. My proper village is Mowncha, where my people get *koor*. The reason why they get it and I don't is that they do *work*, while I don't; they are *mokuddums*. I neither get *churwa*, nor pay *churwa*.

No. 4, DABEE, Pasee.

I hold 15 cutcha beegahs *jagheer*, and 17 cutcha beegahs *kashtkaree*, at *buttaie* rates. My *jagheer* is *khidmuted*.

All these *kashtkars* are evidently surprised at the very idea of a *kashtkar's* holding being *transferable*. They, and also Furkhund Ali, however, say that it is usual for sons to succeed to their fathers' holding, and either to plough it *separately*, or plough jointly and *divide* the proceeds. They agree that the age at which marriages take place depends chiefly on circumstances, and the money which can be accumulated. The girls should be married, at 10 or 12 if the parents have money, to a better class; if not, then,

as a last resource, to a lower. Boys and young men often have to wait a long time to marry.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Camp Butwamow, the 24th March 1865.*

*Butwamow.*

XVIII.—*Kashtkaree.*

Tujumm-ool-Hussein Khan and others present.

No. 1, FUKER MAHOMMED KHAN, Pathan.

I hold 75 beegahs 15 biswas at *buttaie* at three-fifths rates as an *amneik*. My duty in Nawabee was to draw my tulwar for my maliks. My fathers *came* here with theirs.

TUJUMM-OL-HUSSEIN states :—

Formerly, when persons like Fukeer Mahommed rendered us *bond fide service*, I gave them wages, and grain, and land. Now the services are no longer required, I only give the land; but if on the three-fifth division it appears that he would by bazar rates get less than Rupees 5 per mensem, or Rupees 60 per annum, I make it up. Should it happen that his proceeds were worth *more* than Rupees 60, he would make up the difference to me. Should he be such a bad cultivator that a yearly *loss* fell on me, I should turn him out, and pay him in *kind*. This arrangement has lasted six years.

Fukeer Mahommed confirms this in every way. Laughs at the idea of his holding being profitable.

No. 2, KIRAMUT KHAN, Pathan.

Holds 71 cutcha beegahs on same terms as Fukeer Mahommed.

No. 3, HYDER ALI, Syud.

Thirteen beegahs 6 biswas 15 biswansees on same terms.

No. 4, KALEE KHAN, Sowar.

Twenty-eight cutcha beegahs on same terms.

No. 5, HUSSEIN ALI.

Fourteen beegahs 10 biswas at three-fifths; no tunka. His *father* served the talookdar and several others.

No. 6, ASEREE, Murao.

Holds 63 cutcha beegahs for 50 years *buttaie* at three-fifth rate. Manages the *koor* valuation in different villages of the estate.

On being asked what would happen if he chose to plant opium, and give up the "talookdaree," instead of looking after the valuation and crops, &c., says, I have got support for doing service; how could I throw that service up?

No. 7, JUJUM-OL-HUSSEIN KHAN.

States all of this Butwamow Arazi is taken up in my *seer*, or in lands given to my dependants on the above terms.

The above is the only genuine kashtkar I have in this village.

Not much can be got from this village, but the above illustrates the granting land in lieu of wages or pension.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Camp Butwamow, the 24th March 1865.*

*Mouzah Belhara, Rajah Had Ali Khan.*

XIX.—*Kashtkaree.*

The Rajah this morning admitted fully (whilst insisting on the absolute rights of the talookdar) that rents were invariably regulated by *custom*, and that the *rule* was to take *half* produce, and no more. His talooka is almost entirely *buttaie*. He is not present, one of the children having been circumcised. Tujumm-ool-Hussein Khan is.

No. 1, BODHAY, Murao, Mokuddum.

I hold 9 cutcha beegahs at Rupees 21-10 in the Kajah's *seer*; in the *khalsa land*, 9 cutcha beegahs *buttaie*. Gets *churwa*, but no koor. Pays no kurch. *Has lost koor* for 50 years, but still does mokuddumee.

No. 2, JESDUB SING, Chowan.

Holds 81 cutcha beegahs for 8 or 10 generations *buttaie* on three-fifth rates. Is an *amneik*. Have acted as *sepahees* since the family came here. Several of our family have been killed. Now only do *kashtkaree*, not service.

No. 3, BAHADOOR, Rahtor.

We too were *sepahees* for generations. Holds 32 cutcha beegahs at three fifths.

No. 4, BUKHTAWUR SING, and any amount of others.

All holding a few beegahs at three-fifth rates. All *amneiks* on account of doing former service as *sepahees*.

All agree that, so long as they hold the land, they must hold it as *amneiks* and at three-fifth rates, but admit the talookdar's full rights to give the land to others on half rates, but then they should expect *kham* in consideration of long service. No Brahmins or Rajpoots would hold on other terms.

They all state that of the three fifths, one fifth, i.e. 1 maund = the koor, is the right of the *hulwahas* (ploughmen); that the majority of these *hulwahas* are held on the *sawuk* principle, which I thought was confined to Trans-Gogra. The custom is this: When any labourer, for marriage, &c., wants money, he borrows it at two per cent. per mensem, Rupees 24, or even Rupees 37-8, per annum, from the mahajun. He makes an *amneik* or other his security. The latter then pays off the debt, or at any rate the interest; and so long as the *hulwaha* is unable to pay off principal and (original) interest, he is the *serf* of the security, and becomes his ploughman. Some of these *amneiks* say that they have *hulwahas* on these terms for four generations or more. They are content with their position (and certainly no complaints have been made). Every one testifies to the universal existence of the custom.

Tujumm-ool-Hussein and Rajah Had Ali Khan, agents, state that the whole of the lands in Belhara Khas are held on these terms as above described.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Butwamow, the 24th March 1865.*

*Mouzah Kaithali, Rajah Had Ali Khan.*

XX.—*Kashtkaree.*

Tujumm-ool-Hussein Khan, &c., present. The following have been summoned by the Sudder Moonserim:—

No. 1, MUKKER, Koormee, Mokuddum.

I hold 50 cutcha beegahs, 17½ at Rupees 20; rest *buttaie*. Gets 4 seers; doesn't know whether it is *churwa* or koor; no kurch. Is *mokuddum* for some four or five years. Has paid the Rupees 20 jumma for five or six years. It was fixed without any regular arrangement

arrangement (*turaiee* ut ul tursab). If any offered Rupees 25 he might have got it, but of course I should be asked first whether I chose to hold on or throw up.

#### No. 2, RAOTEE, Koormee.

Holds 15 cutcha beegahs for some generations; is *kudeem*. Used to get *koor* in my father's life-time, now does not; that was because he used to value crops for the Rajah, which I don't do. Gets churwa, and gives kurch; holds 7 cutcha beegahs at Rupees 14, Rupees 7 buttaie.

#### No. 3, SHEOBUKSH, Koormee.

Holds 35 cutcha beegahs, 20 at Rupees 21, rest buttaie; gets churwa, no koor; has held for 37 years; doesn't know whether he shall ever get *koor*; it lies with "the Sirkar," Rajah. *Koor is not given merely on account of long holding*. If any of his sons were sharp, and could do extra work for the Rajah, then he *would* get koor; koor is given for karobaree. If a *pykasht* did karobaree, he would get koor; if a *kudeem* of three or four generations did not do karobaree, he would not get it.

#### No. 4, DAMUR, Koormee.

Holds 46 cutcha beegahs,  $17\frac{1}{2}$  at Rupees 20, rest buttaie; gets churwa in kunkoot, not in buttaie.

Tujumm-ool-Hussein, &c., say that *churwa* is only given in kunkoot, not in buttaie; that it is generally set aside for the labourer who cuts the crops, and to Brahmins, &c. They say that almost the whole of the Butwamow and Belhara talookas are managed by *kunkoot*, and not buttaie, the first being best for all parties.

#### No. 5, CHULTANEE, SON OF HEERAD.

Holds 44 cutcha beegahs for 30 years; 2 cutcha beegahs buttaie, 42 jumaie at Rupees 40. If any gave Rupees 50, should throw up, and let him have it. Of course, I should be asked first.

#### No. 6, NUKEE LALL, Koormee.

Holds 35 cutcha beegahs, 25 beegahs at Rupees 40, 10 at buttaie. Gets churwa in *koor*, not in buttaie. Likes koor best, unless the valuer puts on *two* maunds more than he himself estimates produce at.

#### No. 7, KERE, Koormee.

Holds  $23\frac{1}{2}$  cutcha beegahs at Rupees 26 for five or six years; formerly buttaie as on 10 cutcha beegahs still. Gets churwa in *koor*, not buttaie. Likes koor best, provided estimates made do not exceed his own estimate by more than one maund.

#### No. 8, CHULTANEE (2).

Holds 34 cutcha beegahs, half buttaie, half jumma. Is *kudeem*; gets no koor. Knows no difference in results between *kudeem* and noabad. Holds 17 at Rupees 21. Should any offer Rupees 30, should be asked whether he would pay so much, but would throw up.

#### No. 9, RAMBUKSH, Koormee.

Holds 55 cutcha beegahs,  $32\frac{1}{2}$  at Rupees 43,  $22\frac{1}{2}$  buttaie. Gets *koor* 5 seer, not as *kudeem*, but as *mokuddum*, having been settled 20 years ago. Afterwards says he does not get koor, only churwa at kunkoot; his only *mokuddumee* dues are being excused *kurch*.

#### No. 10, BULDEE.

Holds 36 cutcha beegahs, 6 at buttaie, 30 at Rupees 50; gets no koor; pays kurch.

## No. 11, JUDDAIEE, Koormee.

Holds 33 cutcha beegahs, 10 at buttaie, 23 at Rupees 28; has held for 30 years. Gets no koor; gives kurch. If anybody really offered Rupees 40 for my land, and, *on my refusing to* give so much value, took the land, I should have no ground of complaint; but if *without* being asked I was turned out, I should complain to the Sirkar. My right is to be *asked* whether I will pay the increase; no more.

## No. 12, OREE LALL, Koormee.

Holds 36 cutcha beegahs at Rupees 50, 12 buttaie; has held for 20 years. Gets no koor. If an increase *bonâ fide* were offered, and *he were asked* and refused to give so much, after due allowances were made in his favour, should not complain if he were turned out; but should complain if he were turned out without being consulted.

## No. 13, GHOLAB RAIEE, Putwaree.

In different villages in the talooka different privileges are given to the *mokuddums*; they generally get churwa and do not pay kurch; but *all* parties get churwa in koor, *none in buttaie*, so that all which the *mokuddums* really get is *that kurch is excused them*. I speak of my two villages, Kailhar and Gughsee.

## No. 14, AZIM KHAN, Karinda.

I bought the talooka. All *amneiks* get koor, or pay at the three-fifth rates; a few *mokuddums* also get koor. No differences made between kudeem and new assamees. The usual *ryottee* in this ilaka is to excuse kurch.

The assamees in the Belhara talooka are not so well off as in that of Butwamow, and the difference has struck me in more than one village which I have visited.

(Sd.) H. B. HARINGTON,  
Asstt. Settlt. Officer.

*Camp Butwamow, the 24th March 1865.*

*Mouzah Chutwarra, Rajah Had Ali Khan.*

XXI.—*Kashtkaree.*

The following have been sent up by Sudder Moonserim:—

## No. 1, AIHLAD, Mokuddum.

Keseree (2) and I are the only *kudeem* assamees, 25 years Chowhan; the third has gone to the Ganges; all the rest are *new* men. No difference is made between *kudeem* and new *kashtkars* merely because they are old and new. If a new man does *karobaree*, he gets *ryottee* rates allowed him and if an old assamee does no *karobaree*, he gets nothing. A new *pykasht* can get privileges if he does extra work, and an old *chupperbund* will *not* get them unless he does extra work; so if a father does *karobaree* and gets privileges (*ryottee*), his son will get them if he too does *karobaree*, not otherwise. My 46 cutcha beegahs are buttaie; my *ryottee* as *mokuddum* is four seers instead of two, which the rest get in koor. Churamund, father of Chowhan, was formerly *mokuddum*; since his death Chowhan and I have been *mokuddums*. For the last three years there has been a dispute between us and the Rajah as to whether we should pay kurch at *sewaie* rates, i.e. 4 annas in the rupee, or only 3 annas. Churamund used to pay 3 annas only, but we have to pay Rupees 4. We pay, but *object*; it is hard on us.

## The Putwaree, SHUNKUR LALL.

I have only been 1½ years putwaree. Aihlad, &c., pay their *sewaie*, but *object*. The assamees pay *sewaie* 4 annas, and besides that 1 anna as *gawn khurcha* as kurch. The *mokuddum* pays ½ an anna in addition to the *sewaie*. At *koot* they pay on their estimated share of the grain the bazar rates, and *in addition* 4 annas *sewaie* and 1 anna *gawn khurcha* in each rupee; thus, if their grain is worth Rupees 100 at bazar rates, they have to pay Rupees 131-4 for it.

Aihlad and Buddoo (2), Chowhan's brother in-law, state that, as mokuddums, they are quite willing to give 2 annas as kurch, and  $\frac{1}{2}$  anna more as gawn kurch; that their ryottee as mokuddums should be 2 annas instead of 4 annas kurch, and  $\frac{1}{2}$  anna instead of 1 anna as gawn khurch; that they pay the full amount of Sewaie and 1 anna gawn khurch, but that for the three years since Churamund's death they have given it unwillingly. Formerly Aihlad and Churamund held a three years' lease at Rupees 700; they only took from the assamees 2 seers kurch. On Churamund's death the village was again taken into the Rajah's management. For the last three years cultivation has been neglected. The *pykash* cultivators who used to cultivate during the lease have now thrown up on account of the excessive kurch, viz., 5 annas; they belonged to Gujsee (Rajah's village) and to the Puteahpore talooka; does not know the state of things there.

Thus, since the lease was thrown up, the only privilege got by the mokuddums is the *churwa*, which in most other villages is allowed to every *assamee* in kunkoot, whilst to the mere kashtkars in Chutwarra this usual allowance of *churwa* seers is reduced to 2, whilst on all is levied the excessive kurch of 5 annas. Compare this with Shahpore and other villages, and the contrast is very unfavourable to the Rajah's management. At present the dispute is working itself out, and I think might be allowed to do so with advantage. Assamees are *wanting*, and will eventually command their own terms.

#### No. 2, KESEREE, Koormee.

I am kudeem, but have only held 25 years. All the rest are new, except Chowhan. I get no ryottee; I have to give 4 annas sewaie and 1 anna as gawn khurch. Formerly, before the lease to Churamund and Aihlad, the village was cutcha; there was no mokuddum; everybody absconded and the Rajah too. I hold 11 cutcha beegahs buttaie; can give no clear account of *what* was formerly paid.

#### No. 3, PURSAD.

I hold 17 cutcha beegahs for 22 years buttaie; have always paid *sewaie* to the Rajah. Don't know whether I had to pay 1 anna gawn khurch or not. Never absconded since I was settled by the Rajah. When I first settled Churamund and Aihlad got their first lease; they held it three years; it was then two years *cutcha*; then Sobhan Ali held a three years' lease; then Aihlad engaged for two, but threw up after one year. It is now cutcha for three years. In the *intervals* when it was formerly cutcha, I don't know what the mokuddums got.

#### No. 4, BIKHAREE.

Has held 30 cutcha beegahs for 16 years at buttaie; always paid sewaie as kurch; can't say what the mokuddum got.

#### No. 5, MOLAHAY.

Holds 26 cutcha beegahs for 12 years; always paid sewaie; don't know what the mokuddums paid.

#### No. 6, GUNGADEEN.

Holds 17 cutcha beegahs 16 years buttaie; always paid 4 annas in all; 3 annas to the Rajah, and 1 anna as gawn khurch. For the last three years they want us to pay 4 annas sewaie and 1 anna gawn khurch; they have demanded it, but we have not yet paid. Don't know what the mokuddums paid.

#### No. 7, OODAY.

Holds 24 cutcha beegahs for 13 cutcha beegahs buttaie. Formerly paid 4 annas, gawn khurch included; now they want 4 annas sewaie and gawn khurch. No arrangement has been come to for the last four years; they have cut it from us year by year, but none of us have given it willingly. The very *appearance* of Rajah Had Ali's assamees contrasts unfavourably with the appearance of those of Butwamow; they look miserable, and evidently think that in the matter of kurch they are victims of extortion. This case may demand further enquiry. I hesitate to take it up until I have found some valid conclusions from other villages. By our rules I doubt if we can interfere, but the circumstances seem to demand consideration.



The agent pretends that in all the villages which are under the Rajah's management the same custom exists; that the reason of the men's miserable appearance is the failure of the *khureef* (the rubbee being cut). As to the dispute about *kurch*, says that, if it was the custom only to pay 3 annas instead of 4, it should be upheld, but that the old custom was 4 annas, exclusive of gawn *kurch*.

Old village papers to be produced to-morrow.

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25th March 1865.

Assamees warned; absent. Putwaree brings old papers for 1258 and 1259 Fuslee. I have examined them with the canoongoe, and find that in those years 5 annas was taken as *kurch*.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

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Camp Butwamow, the 25th March 1865.

Mouzah Aurgungabad, Pergunnah Mohamudpore.

## XXII.—*Kashikaree*.

Lumberdars Gunga Sing, Mahabeer Sing's widow, and Saheeput Sing.

I find that, as in other villages, several of the old assamees are gone to the Ganges—  
itself a proof that they are tolerably well off.

### No. 1, BHAGOO, Mokuddum.

I hold 84 cutcha beegahs for 100 years, rate Rupees 72; always held the same fields and at same rates. Get koor  $6\frac{1}{2}$  seers as being putwaree. For this year Rupees 12 increase has been added. Rupees 5 has been let off on account of the labour and manure, &c. which I have expended. Had it not been for this, I should have had to pay an increase of Rupees 17. Afterwards said that no actual arrangement was come to (kolkerar) last Asar; that the putwaree told him Rupees 12 would be put on, but that the question was left open. Will give it, and give it willingly (?) The lumberdar has full powers, but the *custom* is that rents should be adjusted on the half-and-half, or, as with him, on the three-fifth principle; also that the old assamee should have an allowance made in his favour in consideration of labour and manure, &c. When rents are raised on this principle, all is fair. Never knew an assamee in his village who paid more than *half*. No assamee would offer higher rent than would realize to him half. Gives 1 seer *kurch* for putwaree, no more. In *koot* all get *churwa*. There are several *amneiks* in the village; not sharers, but retainers of the lumberdar, who used to act as their sepoys; not as their regular servants, but when called on. Cheydee and one or two other pykashts get *koor*. Such old assamees as get *koor* do so either for doing karobaree, or as *amneiks*. *Kurch* in the village is limited to one *anna* in the rupee, or to 1 seer in the maund.

Runjeet putwaree confirms the above, word for word.

### No. 2, CHUTTA, Mokuddum, for MAHABEER SING, Oomrao Kooer, &c.

I hold 16 cutcha beegahs at Rupees 18, and 32 at buttaie. Gets  $6\frac{1}{4}$  seers koor. All the assamees get *churwa* both in koot and buttaie. Holds *mudamie*, i.e., the same fields for 25 years, and has held at same rates. Lumberdar has power to raise rents, but the rise would be regulated by custom, not at the mere will of the lumberdar; e.g., it should be raised on the three-fifth, not on the half, principle, and allowance should be made for improvements made by him. If, when the lands are improved, rents are raised on this principle, it is fair enough; but to raise them when the land was not improved, or to make no allowance for his share in the improvements, or to make them on the half, instead of the three-fifth principle, *that* would be unfair. *Would get koor, whether he did karobaree or not*, because, when he was first settled by Mahabeer Sing, koor was promised him for ever.

This is fully admitted and confirmed by Mahabeer Sing's putwaree, Sheodeen.

No. 3, MOTEE, Koormee.

I am Saheput Sing's *mokuddum*. Hold 19 cutcha beegahs at Rupees 27. Has held for 22 years same fields (*mudamie*), and at same rates. Formerly used to plough 38 cutcha beegahs at Rupees 52, but last year threw up 19 of them of his own accord, not because rents were raised; his oxen had become weak. Gets *koor*, and shall always do so, because when he was settled there it was promised him.

Nos. 4, RUNJEET, and 5, SHEODEEN, the two putwarees, state:—

That some of the assamees hold *mudamie*, i.e., plough the same fields year by year; others change their fields. When a *good* assamee is settled in their village, he generally gets *koor* promised him for so long as he ploughs. The fair way to increase rents is to allow all *ryottee* grants in the calculation, and to make a deduction for improvements; to do otherwise is contrary to custom (*khullaf*). Most, if not all, lumberdars on our borders make these allowances on raising their rents; otherwise they would get a bad name. No assamee would bid *more*, except from enmity or as a fool. It is sometimes done, but then the land gets out of cultivation. Sawuk is common.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

Camp Butwamow, the 25th March 1865.

Mouzah Bursowlie, Pergunnah Mahoor.

XXIII.—*Kashtkaree*.

Lumberdar Bhugwunt Sing unable to come. Sheopershad, putwaree, present.

No. 1, BAGHO, Murao.

Is *mokuddum*. Holds 17 cutcha beegahs at Rupees 36, and 4 cutcha beegahs at Rupees 7. Has held for 40 years *mudamie*. (The putwaree states that one or two fields have been changed.)

The lumberdar has full *powers* to raise rents, but sometimes would do so fairly, sometimes unfairly.

Can get little out of this old rogue either one way or the other.

No. 2, KASHI RAM, Tewarry.

Am *amneik* and *kudeem* 10 or 12 generations. Holds 20 cutcha beegahs at Rupees 30. Some has been *jumaie* a long time, some later. Sometimes has held same fields, sometimes other. Has always held some fields, and on the *koor* principle; always at *amneik* rates. Gives *kurch* 2 seers, or (*dirkuttee*) 1½ annas in the rupee. As an *amneik*, was always ready with his tulwar when the lumberdar summoned him. Lumberdar has full powers to raise rents, but allowance should be made for improvements and *amneikkee*. Those lumberdars who raise their rents justly never get a bad name, but, if they did so unjustly, would most certainly get a bad name.

No. 3, SHUNKER, Tewarry.

Am an *amneik*. The Sirkar has taken off my tulwar. The lumberdar has *not* taken away my *koor*. Was once a *khoob phailwan*, and on this account I and my fathers got *koor*. We fought right well for our lumberdars. Holds 17 cutcha beegahs at Rupees 20. Sometimes holds one field, and sometimes another, but always at *ryottee* rates. If an *amneik* gets a field formerly held by a mere *ryot*, the *amneik* pays less and *ryottee* rates on it. The lumberdar has full powers to raise rents; but if he does so in accordance with the real capabilities of the fields, and after making due allowance for improvements, and grants *ryottee* deductions, he does it fairly; otherwise he does it *unfairly*.

No. 4, BAHADOOR KHAN, Pathan.

An *amneik*. Holds 29 cutcha beegahs at Rupees 43. Sometimes hold same, sometimes other fields (*tubdeel jote*). Lumberdar has full powers to raise rents, but may do so fairly or unfairly. If *ryottee* rates, &c. are allowed, and field is really good, it's all fair.

No. 5,

No. 5, MADAR BUSKH, Pathan.

Am *amneik*. Have held the same fields for the last few years. Used before that to hold other fields. Always had his sword ready.

No. 6, DABEEDEEN, Pandy.

Holds 3 cutcha beegahs shunkullup bishenpret. Of course, I should consult the lumberdar before disposing of it. Besides this, holds 11 cutcha beegahs at Rupees 15-15, and 5 cutcha beegahs *buttaie*. Has always held *some* fields, but not always the same. Whatever lands he held, has always got koor or ryottee rates. A landlord has full *power* to raise his rents; and if he does so justly, we all pay the increase *willingly*.

No. 7, HYDER KHAN, Pathan.

Holds 12 cutcha beegahs at Rupees 15, and 12 cutcha beegahs *buttaie* at ryottee rates as *amneik*, in consequence of always having a sword ready at command.

No. 8, SHEOPERSHAD, Putwaree.

Rents are sometimes raised, sometimes lowered, by a few annas in our village. They are raised when the land has been improved, if possible, to the rates of the neighbouring fields; and the kashtkar is always then content. Ryottee rates are always allowed. It is the invariable custom to give the old assamee the refusal of holding on or throwing up when rates are altered. If any increase is offered by a third party, the old tenant is allowed something for his labour and expenses. A *tubdeel jote* may yet be a kudeem resident, but in taking a new field he can't get the same allowance as a *mudamie* would. Half and half, as far as can be guessed, is the basis of all calculations.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

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*Camp Butwamow, the 25th March 1865.*

*Moharee on borders.*

XXIV.—*Kashtkaree.*

TUJUMM-OOL-HUSSEIN KHAN, who is present.

No. 1, JOGAY, Mistr.

Holds 82 cutcha beegahs; 8 cutcha beegahs at Rupees 10-5, rest *buttaie*. This year however, only held 5 cutcha beegahs + 10 cutcha beegahs for sugarcane. I threw up 25 cutcha beegahs of my old holding because the jumma was too high; another assamee, Urgut, took the Rupees 25, and took 10 fresh cutcha beegahs. On the 25 cutcha beegahs *jumaie* rates were fixed, viz., Rupees 26. I was quite willing to throw up, because I like, *buttaie* not *jumaie*, and it was all fair. I hold on three-fifth rates. Urgut holds the 25 cutcha beegahs at half-and-half.

No. 2, URGUT.

I am kudeem, but threw up for some years; meanwhile getting a seer of atta from the "Sirkar," Tujumm-ool-Hussein Khan. This year I have taken Jogay's Rupees 25, paying Rupees 26 inclusive of *kurch*, viz. two annas in the Rupee. Tujumm-ool-Hussein Khan states that Urgut (1) first volunteered to pay jumma for the 25 cutcha beegahs; that he then asked Jogay if he were willing to pay *jumaie*, but he declined and got 10 other cutcha beegahs for sugarcane. Our village custom is to change the fields or not, as the case may be; there is no regular rule.

No. 3, SOBHA, Mistr.

I threw up the 10 cutcha beegahs which Jogay has taken; I was quite content to do so. Jogay was willing to pay *jumaie* and plant sugarcane; it would not suit me to do  
(290.) 2 E 3 so.

so. I am an old assamee, but have not always held the same fields. I get *koor* as mokuddums, and pay no *kurch*.

No. 5, CHEYDEEN, Koormee.

Get no *koor*. Threw up  $10\frac{3}{4}$  cutcha beegahs last Asar, which Pooraiyee has taken. I did so because I did not want to pay jumma. Pooraiyee did so, I think, for this year. At least I am the wiser of the two. It was altogether a free and willing transaction (*koosthe*).

No. 6, POORAIYEE.

I engaged to pay Rupees 13 for the  $10\frac{3}{4}$  fields thrown up by Cheydeen. Besides this I held 50 cutcha beegahs, and, having more oxen than was sufficient, I was glad to get Cheydeen's  $10\frac{3}{4}$  cutcha beegahs. It turned out bad on account of the bad year. I shall throw them up this year, and not risk it again. Of course I shall pay my Rupees 13, but the Khan Sahib does not hear us. (All join in here, and confirm this.) The appearance of these men is as different as can be from those of Mutwarrah, &c. I would on no account bid more for a field, but something less than the equivalent of what I thought *half* its produce; e. g., if I thought the equivalent Rupees 10, I would offer Rupees 7 or 8, no more. We should call any man a simpleton who would give more.

No. 7, HUREE SING, Chowham.

Am an amneik. Held 84 cutcha beegahs more than I wanted. I threw up 47 beegahs 5 biswas, and Ruttun Sing took them. I held buttaie at three-fifths. Have been an amneik in the family since they came here.

No. 8, RUTTON SING, Kuchwar Rajpoot.

I too am an amneik. I was glad to get Huree's 47 cutcha beegahs. I still hold them at buttaie three-fifths. We used to kill our daughters, but for 30 years the Khan Sahib has stopped us from doing so, and marries our daughters for us. Ours is a high caste, and as we have to marry into a still higher one, the expense is great, especially as our people live at *kurch*.

I record with great pleasure my impressions as to the kind feeling which so evidently exists between Tujumm-ool-Hussein Khan and his dependants.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Camp Butwamow, the 25th March 1865.*

*Mouzah Sorungha.*

XXV.—*Kashtharee.*

No. 1, BULDEE, Mokuddum.

My rents are at three-fifth rates. I held 24 cutcha beegahs, but threw up 4 this year. Thakoordeen, Brahmin, got them, &c. I did not want to pay jumma. He wanted to get them for his sugarcane. I was quite willing to throw them up. If in Asar I should want more, I can get it.

No. 2, THAKOORDEEN, Brahmin.

I hold 8 cutcha beegahs shunkullup. I cannot dispose of it without talookdar's consent. Besides this, I hold 2 cutcha beegahs, and also the 4 cutcha beegahs which formerly Buldee held. I give Rupees 5 for them. The two I hold at three-fifths. Am an amneik. I used not only to have my tulwar ready, but I can cause 10 to conquer 50, and

and know the lucky days ; am an astronomer. Can't say that I hit on the lucky day in taking Buldee's 4 beegahs.

The rest of the assamees have gone to the Ganges.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

*Camp Butwamow, the 25th March 1865.*

*Surghaba, Tujumm-ool-Hussein Khan.*

XXVI.—*Kashtkaree.*

No. 1, DEOTEE, Mokuddum.

I formerly held  $85\frac{1}{2}$  cutcha beegahs, but this year I threw up 31, which Bhoop took. I did so because I did not wish to pay jumaie, and quit of my own accord.

No. 2, BHOOP.

I asked to get the land at Rupees  $17\frac{1}{2}$ . I am a pykasht, living in Mokaree. I have quarrelled with my own people. I have taken the 31 cutcha beegahs for one year. If they turn out well, I shall take them on again ; if not, throw them up. I satisfied myself that Rupees  $17\frac{1}{2}$  was more than half produce, or should not have taken them.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

*Camp Butwamow, the 25th March 1865.*

*Mahommedpore.*

XXVII.—*Kashtkaree.*

Gunga Sing, Saheeput Sing, Mahabeer Sing's widow, Reikhwars ; putwaree present.

Several assamees have gone to the Ganges.

No. 1, DOORJUN, Murao, Mokuddum.

Holds 5 beegahs 18 biswas at Rupees 20-4, and have held for 600 years. Am a regular kudeem. Sometimes have held jumaie, sometimes buttaie. Sometimes I have thrown up 2 beegahs and taken 2 more ; not always held the same fields. So also has my rent been changed ; sometimes more, and sometimes less. No regular arrangement was made when my ancestors first settled. We have arranged rents. When I have brought a field into good cultivation, 8 annas or more is put on it. I am quite agreeable to this. No oppression has been used. We hold 5 cutcha beegahs *maafee*, and I help the lumberdar by getting good assamees to settle, and managing the estimates kunkoot. I can always estimate within a maund. I also get a resanie from the lumberdar in the cold weather on a seer chubena from the assamees whose field I am estimating. If my field should be worth Rupees 10, and the lumberdar asked Rupees 11, I should not throw up as he settled me ; but if he asked more, I should throw up, and think I get hard measure. If any assamee bid Rupees 15 for a field for which I paid Rupees 10, I should offer Rupees 12, and my offer would be accepted as being a kudeem, and having improved the field.

No. 2, BHAGOO MUAO, Saheeput Sing's Mokuddum.

I hold 20 cutcha beegahs, Rupees 91 *baree*. Doorjun has rightly stated the village customs ; we get no *maafee*. If any assamee bid Rupees 14 for a field which I held at Rupees 10, I would give Rupees 11, and the lumberdar would be glad to get it.

## No. 3, NARAIN, Murao.

I hold 18 cutcha beegahs at Rupees 60 under Mahabcer Sing's widow. If Baghoo offered Rupees 80, and I could get it at Rupees 70, I should be content. They have rightly stated our customs.

## No. 4, GUNGA, Murao.

Holds 5 cucha beegahs at Rupees 41. If any other Munrao offered Rupees 60, and I got it at Rupees 50, should be content. Have never changed my fields, but always held the same.

Several other Muraos present.

## No. 5, RAMPERSHAD, Tewarry.

Holds 9 cutcha beegahs skunkullup; never *have* disposed of it, but don't think I need ask lumberdar's consent to do so; also hold 22 cutcha beegahs at Rupees 19. Am *amneik*. Used to collect and manage for the lumberdar; also had my tulwar ready. Have always held the same 22 cutcha beegahs. If any offered Rupees 30, and I get the offer at Rupees 23, would take it. If I refused it, "Sirkar malik."

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

*Camp Butwamow, the 25th March 1865.*

*Raieepore, Gunga Sing, Talookdar Bikharee Sing.*

XXVIII.—*Kashtkaree.*

Most gone to the Ganges.

## No. 1, BAWANADEE, Mokuddum, Murao.

Holds 23 cutcha beegahs at Rupees 50; sometimes held one field, sometimes another; is kudeem; four or five generations; gets 5 cutcha beegahs *bagh*. The lumberdar has full powers to raise our rents, and we don't object if due allowance is made for our improvements.

## No. 2, BUDLOO, Barber.

Holds 10 beegahs *bagh*; held 20 cutcha beegahs *jagheer* as long as he did service. Wasturned out 15 years ago, and lost *jagheer*. As kashtkar, holds 30 cucha beegahs buttaie at three-fifths on account of old service. A short time since Buldee Bhat offered Rupees 40 for my 30 cutcha beegahs; the putwaree wanted to oust me. Buldee complained. I offered to pay the rates of the neighbouring fields, and got a decree from the tehsil to pay Rupees 32-9-6. Buldee is since dead. He only had made the offer out of enmity.

Cases sent for.

*Camp Butwamow, the 25th March 1865.*

*Chundoora Pergunnah Mahommedpore.*

XXIX.—*Kashtkaree.*

Rajah Ameer Hussein Khan represented, and Goordutt Sing, Kunchun Sing, present.

## No. 1, MUKKA, Kormee, Mokuddum (Court).

Holds 33 cutcha beegahs, and lease of the Court's share Rupees 585, and 74 kurch; the rent of the 33 cucha beegahs was Rupees 36-10. Always held the same fields for one or two generations. Last year 6 beegahs were taken from me as being underlet to shikmee

assamees. I got more from my assamees than I gave; they still pay the same amount, but to the Court instead of me. No oppression was used; it was all in accordance with custom. An assamee must ask his lumberdar's consent before engaging shikmee assamees under him.

No. 2, RAMEEIE, Aheer, GOORDUT SING.

Holds  $22\frac{1}{2}$  cutcha beegahs; is kudeem, for two generations; jamaie 43; gets koor,  $7\frac{1}{2}$  seers, on 5 beegahs buttaie. Holds sometimes some fields, sometimes others; and rent is sometimes more, and sometimes less. Is always ready to pay *moderate* increase.

Others gone to Ganges.

No. 3, BIKHALEE SING, one of Lumberdars of *Raieepore (XXVIII.)*, states:—

If I had an old assamee paying Rupees 10, and a new man offered Rupees 15, I should certainly only raise the kudeem's rent to Rupees 12. If an amneik and mere ryot bid against each other, I should give it to the one who had held the field. Allowance should always be made for improvements, and it is the custom of lumberdars to do so.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

XII.

11th April 1865.

The following are summary suits from the Ramnaggur Tehsil; they have been selected by the Sudder Moonserim as illustrating points in dispute between landlord and cultivator.

XII.A.

JUHUGE SING, MUNOO SING, JAMOUR'S Thakoors, vs. NUBBEE BUKSH KHAN, SHUMSHAM ALI KHAN.

*Mouzah Jugocudha.*

This is an interesting case as illustrating custom. The *point* of it is that claimants declared that division of crops took place on the *tikur* system; i.e., that of the gross produce the landlord took *one third* as rent, the tenant *two thirds*. The *plea* is that the division took place on the half-and-half principle. On the evidence the suit was cast out. From the fact that the parties are thakoors, the presumption is that they held as *amneiks*; and my own belief is that they did only pay on the *tikur* principle. In their appeal they further state that the lands, the rent of which is disputed, were their *seer* lands. Should this prove to be true, the presumption in their favour would be still further strengthened. This point does not seem to have been gone into; the case must be further inquired into. Meantime, as illustrating what holding at favourable rates really means, the case is not without interest. Further orders will follow.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

XII. B.

This case, Nubbee Buksh Khan, &c., *versus* Duriao Sing, is really part and parcel of the above Case, XII.A. It was properly determined that, as the defendant claimed to hold at favourable rates, viz., "*tikur*," in virtue of former proprietary rights, he should not be *ousted* pending settlement. The question as to whether he had really held at favourable rates, or not, seems to me not to have been satisfactorily decided; it will have to be fully gone into when the *seer* claims of the Thakoors are taken up.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.



## XII.C.

BHUGWUNT SING, BAWANADEEN, *vs.* NUBBEE BUKSH, SHUMSHAM ALI.

This is really based on same grounds as the other two. The basis of the whole claim on part of the kashtkars is that, as old proprietors, they held certain lands at lower rates. The correct order seems to me to be that given in XII. B.; viz., that, pending settlement, the *status quo* should be maintained. As the Lower Courts found as a *fact* that in 1270 half gross produce as rent was paid, the only order in a summary suit, however, was that the same *rate* should be paid in 1271 Fuslee; whether pending was correct is another thing.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XIII.

KUNHAIEE SING, JAIWAI SING, *vs.* SHUMSHAM ALI KHAN, NUBBEE BUKSH KHAN.

This case illustrates the following points:—

1. Whether a kudeem kashtkar can be ousted?
2. The change from payment in kind to money rates?

The position taken up by claimant was that, as a kudeem paying at one rate, he should neither be ousted nor have his buttaie payments changed to jumaie. The final *English* order puts him in possession, but leaves the second question untouched. The *vernacular* order as distinctly forbids the landlord from changing the buttaie to the jumaie. This discrepancy will be pointed out to the officiating Deputy Commissioner. If the principles laid down in my recent Report are correct, I would venture to observe:

- (1.) That the order of the Assistant Commissioner, dated 13th July 1864, that inquiry should be made as to what were fair money rates according to the neighbouring fields, was an inquiry in the right direction as based on custom.
- (2.) That inquiry should have been made as to what *proportion* of the produce was paid by the claimant, viz.; half, or two-fifths, or one-third only.
- (3.) Had the land been improved *by him*, what deductions should be made in his favour on these accounts? If on this calculation money rates had been fixed, custom would have been followed, and, however many offers the claimant had held, he would have had no cause to complain.

(Sd.) H. B. HARINGTON,  
Asst. Settl. Officer.

## XIV.

BAWANEEDEN, Kashtkar, *vs.* MUSSUMAT RADHA, Thakooranee.

Ouster from 11 cutcha beegahs.

If the *facts* found in different parts of the proceeding are “found” truly, viz., that claimant has only held these fields for five years, that he is an “urzal,” and that the offer to hold on at the enhanced rate offered by an outsider was *bona fide* made to him, the decision rejecting his claim was not only right in law, but strictly in accordance with custom. The officiating Deputy Commissioner sketches the present *law*:—We have *rules* to go by in *summary* suits, but to say what the existing *law* is is another matter. I take it that the present inquiries are instituted with a view to ascertaining what the *law should be*. I am aware of the existence of no law in Oude as to regulating the relations between landlord and tenant.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XV.C.

11th April 1865.

MUKKA, Koormee, *vs.* 1. BYJOO, Misr; 2. MAHABEER.

Complaints of ouster and enhancement of rent from 8 beegahs 15 biswas, Mouzah Pepree, Pergunnah Mole. This is an interesting case. Claimant was a kudeem kashtkar holding

holding the above fields at Rupees 8. The 2nd defendant had ousted him, and given the land to an outsider, who offered Rupees 12.

Defendant 1. the lumberdar did not countenance.

Defendant 2. a sharer in so doing.

It was ruled that by the *neighbouring fields* the fair rate was Rupees 11-6 for the 8 beegahs 15 biswas; this amount claimant agreed to pay, and got a decree. This case illustrates—

1. The working of competition. We may be pretty sure that the proportion of the gross produce retained by the tenant was really worth Rupees 12, or the outsider would not have offered so much. The fact that the old tenant agreed to have his rents enhanced to Rupees 11-6-1 points the same way.

2. What proportion of gross produce was paid as rent, and what retained is not shown. In fact, money rates were paid; but the fact that the actual rates were determined *khet ki hyseiut se*, as shown in the neighbouring fields, seems to me to show that in ascertaining the really fair rent, the actual merits, *hyseiut*, of the field are looked to, and that the easiest way to ascertain these merits is to ascertain the rates in the neighbouring fields. It would follow that the rates of neighbouring fields is a fair test supported by custom. It will be observed that claimant did not insist that no enhancement of rent should take place: a similar if not the same result is come to if *hyseiut* be held to mean universality, and thus *prevalent* rates; and, on the other hand, that whilst an outsider offered Rupees 12, the defendants agreed to take somewhat *less* from the *kudeem assamee*. Though from a solitary case not much can be proved, yet all this falls in with the *principles* described in my Report based on an independent inquiry.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

#### XVI. A.

11th April 1865.

SHEODIAL, leaseholder, vs. MUNNOO, Brahmin, Kashtkar.

*Claim.*—To enhance rent on 7 cutcha beegahs “lonar,” 149, 173.

This case also is interesting, but it is difficult to know the *exact* conclusions to be drawn from it. Defendant had held for three years the above 7 cutcha beegahs at Rupees 10-8, or at Rupees 1-8, per cutcha beegah. A Murao offered to pay Rupees 18 for these two fields. He got a putta from claimant, but was prevented from ploughing by defendant; hence suit. Local inquiry showed that whilst the actual worth of these individual fields was only Rupees 10-8, the sum already paid, yet that, according to the rates in the *neighbouring fields*, the proper sum due was Rupees 14-3-6; and a decree for the latter amount was accordingly given by the Extra Assistant Commissioner. The tehsildar, on the contrary, had recommended that Rupees 10-8 only should still be paid as the actual equivalent of what the individual fields were worth. The order has not been appealed. In my present somewhat limited knowledge of custom, I feel it hard to say which of the two officers was right. A curious point may be noticed as illustrating *competition*. The amount hitherto paid was Rupees 10-8, or the full equivalent of the actual worth of these 7 cutcha beegahs taken by themselves; the amount *offered* was Rupees 18; the fair rate as calculated by surrounding fields was only Rupees 14-3. At first sight, therefore, this might look like a case of unlimited competition. This, however, is not exactly the case. The competitor who offered Rupees 18 was a Murao. To a Murao the field would actually produce much more than it would to a Brahmin. Thus the *bid* of Rupees 18 was, as a fact, as much limited to the Murao as the sum of Rupees 10-8 was to the Brahmin; the basis on which both sums were calculated being “*khet ki hyseiut*,” the real value of the field; and we may be sure that the gross produce realized by the *Brahmin* would be on an average worth Rupees  $10-8 \times 2 = 21$ ; by the *Murao*, Rupees  $18 \times 2 = 36$ . This is further borne out by the fact that by the putwaree’s calculation the rent of these 7 beegahs at neighbouring rates would be Rupees 18-6.

The actual decision given, perhaps, splits the difference pretty fairly, but the case *illustrates* what I have said in my Report.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XVII.

11th April 1865.

DEEBEEDEN, *vs.* AUSAN SING.

Ouster from 4 cutcha beegahs, Nos. 24, 29.

The only point in this case was that claimant had held at Rupees 4. Local inquiry showed that by *neighbouring fields* the fair rent was Rupees 5 (14-15-9); that by the actual worth of the individual fields themselves (*khet ki hyseiut*) the fair rate was Rupees 6. The claimant *agreed* to pay this amount. Claimant stated that he had held since 1250 Fuslee, but urged no special claim as being kudeem.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XVIII. B.

13th April 1865.

*Mouzah Raieepore.*

MUSSUMAT BHUGGANEE, Aheer, *vs.* BHEES SING, Lumberdar.

*Claim.*—Ouster from 1 beegah 15 biswas, really 2 beegahs cutcha.

The only point of interest in this case is that the actual *test* referred to was the capabilities of the field "*khet ki hyseiut*." It was shown that by this *test* Rupees 8 was the fair rent. The claimant had the option of paying Rupees 8 (instead of the previous rent, Rupees 5), and declined; whereon the new cultivator, Gunsham, got the putta. Custom was followed. *Competition* was in this instance limited to the amount which the new cultivator thought the field really worth,—*vide* his statement; and I will answer for it that Rupees 8 was in his mind the equivalent of half produce, though it is not stated in so many words.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XIX.

*Undeepore, Pergunnah Mahommedpore.*

GOORDEEN, KOORMEE, *vs.* SHEOSHAHAI, Ticcadar.

Ouster from 90 cutcha beegahs.

This case was decreed to claimant by Extra Assistant Commissioner because notice of enhancements had not been given, and because, if defendant wanted to enhance rent, he should have *followed the legal course*. As to the merits of the case, it is an interesting one, as showing the conditions under which buttai takes place. The "*koor*" 6½ seers per maund to the cultivator, the *kurch* to the landlord, and the additional "*dirkuttee*" enhancement of a punseree in the maund in favour of landlord on a money equivalent of the tenant's share of grain being determined on, are all explained. My own belief is that the defendant in this case *did* follow custom, and that claimant was not justified in insisting on old rates; a larger bid was made against him, and it was the lumberdar's right to raise the rent within certain limitations. I strongly suspect that the real ground of complaint was that the defendant was only a "*ticcadar*."

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XX.

*Mouzah Kamp, Pergunnah Ramnuggur.*

MUNWUR ALI, Lumberdar, *vs.* SOOKHEE, Kormee, Kashtkar.

*Claim.*—To enhance rent of 77 beegahs 15 biswas cutcha from Rupees 51-11-6 to Rupees 76, the latter being offered by Mughdum Buksh, and defendant being in arrears to amount of Rupees 27-10.

*Order of Lower Court.*—Enhanced rate fair. Defendant to get putta at that rate. If refused by him, claimant will have power of ejection.

*Ground of appeal.*—That six or seven years' holding at fixed rate debars defendant from enhancing; rent-charge too high as per jumabundeas.

*Order of Appellate Court.*—Claimant by his own showing has no rights of occupancy. Inquiry into capability of lands fair and conclusive. Appeal dismissed.

The points to be noticed in this case are—

1. Claimant's admission that defendant should get *refusal* to hold at enhanced rates (claimant's statement).

2. Defendant's *plea*, that, if turned out, he should be compensated for expenses incurred.

3. The readiness of the *competing* assamees; Mughdum Buksh, seems to pay the defendant fair expenses if their offer of Rupees 76 be accepted.

4. That, according to the *rates* of neighbouring fields, the fair rent was as high as Rupees 81-6, thus showing that the "competition" was well within limits.

5. The costs of cultivation were determined at Rupees 37-3.

6. The defendant refused the putta at Rupees 76 (decree of Lower Court), and appealed.

The canoongoe who conducted the inquiry into neighbouring rates informs that, on appeal being dismissed, the defendant took the putta, and that he considers Rupees 5, the difference between Rupees 76 and Rupees 81, a sufficient allowance in favour of defendant.

This case agrees with the results given in my Report. The only question, I think, might be whether, in accordance with custom, a *sufficient* allowance had been made to defendant for improvements.

The expense of improvements did not amount to Rupees 37, for a large portion would be recovered from the coming crop; on the other hand, Rupees 5 seems small, and even *that* I think should have been deducted from the highest *bid*, Rupees 76, if strict custom had been followed. Substantially the decisions were very fair.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

## XXI.

13th April 1865.

*Mouzah Mulkapore.*

HEERA LALL and BUSTEE, Ticcadars, *vs.* GYADEEN, Brahmin.

*Claim.*—Adjustment of rent for 1272 Fuslee.

*Extra Assistant Commissioner's decision.*—Claim upheld; rent enhanced to Rupees 48.

*Appeal, Officiating Deputy Commissioner.*—Tehsildar's decision reversed.

*Ground of appeal.*—Claimant is an old hereditary cultivator, and the enhancement, therefore, illegal.

*Grounds of decision in appeal.*—Without going further into the merits of the case, I think the proceedings show very clearly that the rent in 1271 Fuslee was Rupees 25, and that no puttass were ever given, and that no notice of enhancement was served on appellant, who had been for some years at any rate regularly cultivating the land. I think, therefore, the order of Lower Court reversed, and the respondent's claim to enhancement dismissed.

The following points may be noticed :—

(1.) The claimants are only *ticcadars*. Assamees constantly deny to a mere ticcadar the right of enhancement, which they freely admit is the landlord's *right*.

(2.) That, according to claimant's statements, other assamees offered Rupees 17, or in all Rupees 48, increase on old rent of Rupees 31-4-6, which had been arranged as rent of claimant *by punchayet* on 27 cutcha beegahs, notwithstanding which defendant refused to pay that amount for past year.

(3.) That claimants admit defendant's *right of refusal* to hold at enhanced rates.

(4.) That by neighbouring rates the fair rent would be Rupees 51-7-9, thus again showing that the competitive bid of Rupees 48 was within limits.

(5.) The reasons from decision in appeal were not based on the merits of the case, but the fact that last year's rent was Rupees 25, and that no due notice of enhancement had been given as a summary order; this was doubtless, correct. With regard to the *merits*, I feel inclined to agree with the order of the Lower Court, with the *proviso* that certain allowances should have been made in defendant's favour as old cultivator.

(6.) The case gives no means of determining the plea that rates could not be enhanced on an old cultivator; the plea was, I believe, contrary to custom if taken *absolutely*.

(7.) This case illustrates one point, viz., that right of occupancy resolves itself into right of *refusal* to hold on or throw up; at any rate that it was a right recognized *on both sides*.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XXII.

*Mouzah Reynapore, Pergunnah Ramnugger.*

DOORCA PERSHAD, *vs.* DABEE, ticcadar.

Ouster from 25 cutcha beegahs.

The points to be noticed as to the *merits* of the case seem to be—

(1.) That by neighbouring rates the *fair* rent was Rupees 18-15-9; the rent paid had been Rupees 6-4.

*Decision of Lower Court.*—Possession decreed, but at enhanced rates. No appeal.

(2.) From the Extra Assistant Commissioner's decision it appears that claimant was prepared all along to pay at *fair* rents, though he actually refused to do so. Perhaps not much one way or the other can be concluded from this case.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XXIII.

*Mouzah Shumseepore.*

BIKHAREE, Kashtkar, *vs.* GHUNSHAM and JOGHEE, Ticcadars.

Ouster from 17½ cutcha beegahs.

The points of interest in this case on its *merits* are—

(1.) That though a kudeem assamee claimant expressed his willingness to pay enhanced rates according to rates of neighbouring fields on so much of his land as he held *jumaie*—

(2.) That he refused to pay *jumaie* for so much as he had held *buttaie*; the apparent reason being: (1) that the actual crop had been destroyed by the rain; (2) a point which seems to have escaped the tehsildar, &c., that he had held at two-fifths instead of half, having received *koor*.

This case fully bears out the remarks made in my report.

(Sd.) \* H. B. HARINGTON,  
Asstt. Settl. Officer.

## XXIV.

*Mouzah Nourungabad, Pergunnah Mahomedpore.*

BIKHAREE, Kashtkar, *vs.* BIJAREE SING, Ticcadar.

*Claim.*—Ouster from 27 beegahs, 1272 Fuslee.

The only points worthy of note seem to be—

- (1.) That the privilege of *koor* is illustrated.
- (2.) That the actual rent paid, viz. Rupees 35, was up to the average rate of surrounding fields.
- (3.) That defendants asserted that an offer of Rupees 40 had been made. The claimant asserts that the new tenant only paid Rupees 30. No proof is given as to the actual amount offered in competition.
- (4.) Even the defendant pretends that he gave claimant the *refusal* at enhanced rates, thus incidentally admitting the force of *custom*.
- (5.) The decision in favour of cultivator as an old assamee was strictly in accordance with *custom*, the rent paid being fully up to the mark, as tested by neighbouring fields.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XXV.

BENI, Kashtkar, *vs.* HURDUTT, Ticcadar of Kutoura.

Ouster from  $7\frac{1}{2}$  cutcha beegahs *buttaie*.

The points to be noticed are—

- (1.) Ghullaie rates,  $7\frac{1}{2}$  seers *koor* and 4 seers *churwa* =  $\frac{2}{3}$ th rates, or *ryottee*.
- (2.) Claimant held for four years only at most; admits his readiness to pay *money* at rates of *neighbouring fields*.
- (3.) The grounds of *plea* are that claimant had thrown up, and defendant had begun to plough himself.
- (4.) The real point at issue was whether or not claimant had had the refusal given him of holding on at the rates of neighbouring fields.

This was really made the issue by the talookdar, who recommended that claim should be dismissed.

By the Extra Assistant Commissioner, who *upheld* the claim, though, perhaps, on slight grounds, for, pending the issue of fact, the question whether it was old or new had, I think, little to do with the merits of the case; the case really turned on issue of *fact*. The Extra Assistant Commissioner's decision was overset in appeal.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XXVI.

MATADEEN, Kashtkar, *vs.* DABEE, Ticcadar of Anoop Gunj.

*Claim.*—Ouster from  $37\frac{1}{2}$  cutcha beegahs.

The chief points of interest are—

- (1.) Claimant claims as holding 37 cutcha beegahs—afterwards says 31 cutcha beegahs—at Rupees 50 for 15 years, and for last three years  $6\frac{1}{2}$  cutcha beegahs at Rupees 14-4 in addition, at Rupees 64, for 15 years, and is thus *kudeem*, and complains that he has been ousted in favour of a new tenant, who paid no more.
- (2.) The professed *plea* is that claimant had of his own accord thrown up; and that new tenant thereon got the land at Rupees 93.
- (3.) Fair rent at rates of neighbouring fields was only Rupees 39-4-7, or *less* than actual rent of last year by Rupees 15! That, notwithstanding claimant was ready to pay the full Rupees 64, the new tenant was actually ready to give Rupees 93!
- (4.) That the plea was not proved, and that claimant did not have the refusal to hold on.

Possession decided at Rupees 46. No appeal.

I can only say that if the neighbouring rates are rightly given, and it be really true that the new tenant offered Rupees 93, one of two conclusions must be come to: either

- (1.) Competition is in full unlimited force; or,
- (2.) The *actual* fields were worth more than the neighbouring ones.
- (3.) It is possible that some mistake as to *facts* has been made; and this, I am inclined to *think*, must be the case.

This conclusion (3) is confirmed by the fact that by the putwaree's calculation the fair rent would be Rupees 60-13-3; the actual capabilities of the land itself were not valued: if Rupees 93 were really *bidden* by the kulwar, he must have had some *motive* for bidding so high and so contrary to custom.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XXVII.

DABEEDEN, Kashtkar, *vs.* OUSAN SING.

Ouster from 4 cutcha beegahs.

Claim decreed, but at enhanced rates: not appealed.

The points to be noted are—

- (1.) Claimant sues as *mouroosee*, and as having held at Rupees 4.
- (2.) That *plea* is that claimant had not paid arrears, and that a new tenant had offered Rupees 10-8! (?)

(3.) That defendant admits that claimant should retain the land *if he pays at enhanced rates* (offered) at Rupees 10-8; *i. e.*, should get the refusal.

(4.) That, on its being ruled that by the capabilities of the field fair rent was Rupees 6, and that the new tenant had expended Rupees 4-13-6, the claimant admitted his readiness to pay the amount. It is true that claimant *might* have been willing to pay even an extortionate amount in order to retain his lands; and I even think that, supposing Rupees 6 to be the fair rent, some deduction ought to have been made in claimant's favour as an old cultivator who had improved the land. On the other hand, if the new tenant offered Rupees 10, Rupees 6 was not an exorbitant rate. Till we know accurately whether or not Rupees 10 was a *bonâ fide*-bid, or *what* the capacities of the field really were, we must not be too hasty to conclude as to the effects of competition, or as to the degree in which this case seems to show it to be in force. This case at least shows a man who claims as *mouroosee* admitting that his rents can be enhanced "*khet ki hyseint se.*"

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

18th April 1865.

### I.

Mouzah Bishundapore, Pergunnah Durriabad.

HYDER BEG *vs.* AGA HUSSEIN KHAN.

The following is the evidence given by the parties recommended for a decree by the Extra Assistant Commissioner:—

HYDER BEG.

I formerly was *servant* and sepoy to Mirza Bolak Beg, who mortgaged his share some 10 years ago to the present lumberdar, Aga Hussein Khan. I used to hold several fields, and *am a relation* of Mirza Bolak Beg. On his mortgaging the village I gave up service, but it was agreed that I should hold 16 cutcha beegahs at Rupees 23 as a fixed rent. This was entered in the mortgage deed. It was granted to us as connexions of the *zemindars* (mortgagors), and as *huq zemindaree*. Of course in Nawabee no mere kashtkars had any rights. The bhala manus used to hold at low rates. I believe the Sirkar is going to uphold old assamees.

I held my lands at ryottee rates on *account of service*, and my right to do so was made a special stipulation in the mortgage deed to defendant. Were the mortgage to be redeemed, the old proprietors would not raise my rent, because I am of their brotherhood. This 16 cutcha beegahs was my *seer*. I am a claimant for a *share* also when the time comes.



comes. The only people kept in in Nawabee were those with whom the lumberdar was content; if not content, he turned them out; those who held at favourable rates on *account of service* lost their land when they threw up their service.

Aga Hussain Khan, the defendant, is only represented by a mookhtear, who cannot throw any light on the subject. Mahommed Khan is said to collect for him.

The old putwaree is *Bussunt*.

The claimant filed three puttass:—

(1.) For 1248 Fuslee in Ameer Beg's his father's name; it is for  $16\frac{1}{4}$  cutcha beegahs at Rupees 16.

(2.) For 1261 Fuslee to *Hyder Beg*, for 16 cutcha beegahs at Rupees 23-2.

(3.) For 1263 Fuslee to Hyder Beg, for  $16\frac{1}{2}$  cutcha beegahs at Rupees 23-2; original amount apparently NET Rupees 23.

Claimant now admits that he has paid Rupees 23-2 only since 1261 Fuslee, the time of the mortgage. Such claims as he may have were clearly not as mere kudeem kasht-kars, but (1) as *servant*, (2) as relation of Bolak Beg.

The question is whether any stipulation was made in the alleged mortgage deed on his behalf.

Bussunt putwaree, Mahommed Khan, to be summoned for 25th instant; mortgage deed to be produced.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

22nd April 1865.

I shall not detail the file. This case is *not* a mere kudeem assamee question, but has special grounds of its own.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

## II.

### *Mouzah Suraiee, Pergunnah Durriabad.*

GHEESA, Lodh, *vs.* HURDUTT SING and SOORUJBULLI SING, Soorujbunses.

The Extra Assistant Commissioner writes that of 17 assamees sent up by the Sudder Moonserim, the claimant was the only one who professed to have any rights beyond the will of the talookdar; but that at the same time the lumberdars were ready to give an istumraree putta at fixed rates to every one of their 17 assamees.

Gheesa before me states, I have no rights. In Nawabee my rents were raised.

I held 11 cutcha beegahs for 36 years.

Ditto 3 ditto for three years.

Ditto 1 ditto ghullaie do.

The 11 have always been jumaie; never held at ryottee rates.

I paid for the 11 cutcha beegahs *first* - - at Rs. 1 4 0 per beegah.

After this - - - - - do. 1 8 0 do.

Ditto - - - - - do. 1 12 0 do.

Since British rule I have paid - - - Rupees 23 = 2 1 6

No agreement was ever made with me that I should pay no more; why should I tell a falsehood? If anybody offered more than Rupees 23, I ought to get the refusal; but if I threw up, *as I certainly should*, the lumberdar could give the fields to anybody else; he is malik. The capability of the field, "*khet ki hyseut*," is really Rupees 2 per beegah, and I pay  $1\frac{1}{2}$  annas over that sum per beegah. All I said before the Extra Assistant Commissioner was, that so long as my oxen were strong I ought to be allowed to plough. If rents are raised in accordance with the capabilities of the land, it's all fair.

The lumberdars HURDUTT SING, &c., state:—

By the custom of Oude lumberdars have full power to raise their rents and oust their tenants. Our tenants are at present paying full rates. If we turned them out, we could not get more. If other assamees offered more, of course we have the right to accept it. We are quite content to allow our assamees istumraree puttass for the term of the present settlement.

Gheesa in this case has no positive *right* as such, even of occupancy, still less at *fixed rates*. Up to annexation he admits that his rents were raised. The real fact, as noted by the Extra Assistant Commissioner is that the present rent rates are high, and the lumber-

dars are perfectly content to allow istumraree puttass for the term of the present settlement. There is no objection to their doing so, but before their puttass can be binding on any but themselves, their own rights must be established. There seems no necessity for an immediate order.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

### III.

*Mouzah Niagmulpore, Pergunnah Durriabad.*

3. ANUNDEE, Koormee, }  
4. TOOLSEE, Koormee, } *vs.* DABEEDEN, Chowhan.

These two parties were recommended by the Extra Assistant Commissioner as having rights of occupancy, and apparently at fixed rates. The remaining assamees of the village admitted that they were mere tenants-at-will.

3, ANUNDEE, asserted,

(Before the Extra Assistant Commissioner.)

That he had held 47 cutcha beegahs at Rupees 75-8 for 50 years, and that the lumberdar had no right to raise his rent or turn him out.

(Before me.)

He says, *of course the lumberdar can turn me out*; I have got no rights. The Deputy Sahib asked me if I was "apne jot ke malik;" and I said "Yes." Now I say so too. But all I meant was that, *whilst my putta lasts*, I am malik of the lands held under it. After the year's end the lumberdar has full power to turn me out. I always held these 47 cutcha beegahs in Nawabee, and at same rate, Rupees 75-8. My puttass are correct.

He files the following puttass:—

	Fuslee.			B.	B.			RS.	A.	P.
(1.)	1237	-	-	-	32	2	-	Rent	49	4 9
(2.)	1239	-	-	-	31	17	-	do.	49	4 9
(3.)	1247	-	-	-	17	11	-	do.	36	10 3
(4.)	1265	-	-	-	48	0	-	do.	66	0 0

thus showing that he did not *hold* at fixed rates.

BALUK RAM, Putwaree.

I have only acted since 1267 Fuslee; since then Anundee has held at same rate. I don't know what happened in Nawabee.

4, TOOLSEE, stated.

(Before the Extra Assistant Commissioner.)

That he had rights of occupancy, and at fixed rates in 44 cutcha beegahs 6 biswas, jumaie Rupees 66, 48 cutcha beegahs ghullaie. The following is his statement before me:—Anundee (3) is my brother; we were settled some 50 years by one Meean Lall, Dewan of Meer Itmas Ali Khan; after his death we got no ryottee rates. I pay ghullaie at half rates, getting 4 seers churwa in kunkoot. I held 43 cutcha beegahs 6 biswas regularly at same rates, viz., Rupees 66. I file my puttass; they are—

	Fuslee.			B.	B.			RS.	A.	P.
(1.)	1262	-	-	43	10	-	-	Rent	62	10 6
(2.)	1265	-	-	43	6	-	-	do.	62	0 0
(3.)	1265	-	-	41	6	-	-	do.	60	0 8

N.B.—Two puttass for one year.

The lumberdar says since 1266 Fuslee claimant has held at one rate. In Nawabee his rates were raised, as his puttass would show if he would produce them.

The Putwaree files—

	Fuslee.			B.	B.			RS.	A.	P.
Jumabundee for	1259	-	-	43	1/2	0	-	Rent	63	10 6
Ditto	1260	-	-	43	1/2	0	-	do.	62	3 0
Ditto	1261	-	-	39	0	-	-	do.	69	9 0

I must confess that I can see no *right* on the part of these two claimants. One of them now fully admits the full *right* of the lumberdar. They entirely fail to prove that they held at fixed rates, or that any promise was made to them. I cannot, therefore, agree with the Extra Assistant Commissioner's recommendation.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

#### IV.

##### *Mouzah Neerkhapore, Pergunnah Durriabad, Raee Ibrahimulli.*

The Extra Assistant Commissioner has forwarded this village with the following recommendation :—Of 24 assamees sent up by Sudder Moonserim 19 were found to be kudeem; the only point of inquiry was, whether they had any huq kashtkaree. The plea of the talookdar's agent and putwaree was merely given on their master's behalf, and is not worthy of attention. The custom of the country, as proved from independent inquiry, was clear, that old assamees who had been long in possession at fixed rates should, in accordance with Section 128 of *Directions to Settlement Officers*, be kept in possession as long as they pay that fixed rate; that it made no difference whether they had ploughed the same individual fields or not, inasmuch as, if they sometimes gave up one, they returned others. The Extra Assistant Commissioner thereon sent up the misl for inspection. The following are statements of the assamees sent up before me :—

1, THAKOOR, Kormee, stated :—

(Before Extra Assistant Commissioner.)

We have held for 150 years; I now hold 40 cutcha beegahs at Rupees 71 at same rates. I insist on my right of occupancy, and at fixed rates.

(Before me.)

Of course, the talookdar had the right to oust us or raise our rent in Nawabee, but he never did so. Puttas were given us year by year, but always for same amount. We have never paid more than Rupees 71 for our 40 cutcha beegahs. Afterwards says we have always held 33 cutcha beegahs; 7 out of the 40 we have held for some 15 years. I am sharer of Tilluck, the *mokuddum*. We have no zemindaree; don't know who settled us. *We have no Nawabee puttas*; they were not given. We should complain if our rents were raised; we don't think that the talookdar has the right to take our lands into his own *khloodkast* if he wished to do so.

Talookdar's Agent pleads :—

Landlords always had the right to raise their rents. In buttaie they took *half* produce. In jumaie they could always raise to the rates of neighbouring fields. They did not exceed their limits. An old assamee always had the refusal, and perhaps Rupees 2 were allowed in his favour for improvements. Thakoor *did* change his fields; he admits that he did so with regard to 7 cutcha beegahs. I have no old jumabundeas; they were filed in 1864. In Nawabee all assamees got puttas. This is denied by those present.

JANKEE PERSHAD, Putwaree, solemnly affirms :—

I have been putwaree for some 18 years. The village custom has been this :—Tilluck has always held at same rates; viz., since 1258 Fuslee he has held 40 cutcha beegahs at Rupees 71; before that he only held 33 cutcha beegahs at Rupees 65-2½. The talookdar has always had the *right* to raise his rent; but the lumberdars never raise their rates beyond those of neighbouring fields, and they always make some allowance in favour of improvements. In *buttaie* they took half.

The assamees, some 20, unanimously say that it is the custom to raise rents in accordance with neighbouring fields, but that theirs have never been raised. They are very unanimous on this point; they all admit that no istumraree putta has been given to any one of them.

TILLUCK, Mohkuddum, states :—

I have always collected for the talookdar; all the others are my *bhaie bunds*. I collected for Ibrahimulli in Bhumneo Baree and other villages. I *used* to raise the rents, and was guilty of no zulm in doing so. This was because in the former the rates were

under the mark; in our village, which is well cultivated, the rents *are* fully up to the mark. We understand that it is quite fair to raise the rents up to the mark, but unfair to raise them over the mark. So say one and all.

Even if these assamees could *prove* that they had held at fixed rates for a term of years, I should hesitate in endorsing the Extra Assistant Commissioner's recommendation. They might come under the provisions of Section 128 of *Directions to Settlement Officers*: but as yet that section has not the force of law in Oude. By their own showing, what the assamees really mean is, that, as a fact, they have never been turned out. As to the rule and custom of the country, they and the defendant's agent and putwaree really state the same thing, viz. that the landlord has power to raise the rent, but that his power should be exercised within certain limits, i.e. within a certain proportion to the produce, specially as shown in the rates of neighbouring fields. This village is well populated by Koormees; they are all of one family. It is too clearly for the interest of the talookdar to keep them on, that they have not much cause to dread. If they really do pay full rents, no one else would pay *more*; if they do *not* pay full rents, they should, according to their own principles, be liable to have them raised. What the real custom is is distinctly acknowledged by both parties, and fully agrees with what I found in existence elsewhere. I cannot agree with the remarks of the Extra Assistant Commissioner, except as greatly modified.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

## V.

*Mouzah Piareepore, Pergunnah Durriabad.*

IMAYET-OOL-LA, LOOTF-OOL-LA.

The Extra Assistant Commissioner sent up this village with the following remarks:—

Out of 15 kudeem kashtkars, 14 admitted to the Sudder Moonserim that they had no rights. The 15th, Jugdees, alone appeared before the Extra Assistant Commissioner, and said that he had held 20½ cutcha beegahs for 20 years at Rupees 34-7-3: formerly held more. If the talookdar should raise my rents, I should throw up, and take other lands. I hold at the will of the talookdar.

Whereon the Extra Assistant Commissioner remarks:—"This assamee only says so out of stupidity! The talookdar's agent insists on the taloodar's rights to raise rents. This I believe to be not true. There *should* be only one custom in the pergunnah. I have this day enquired from Imam Ali and Boorham Ali, who state that an old assamee can never be turned out, nor can the malgoozar raise his rents. I therefore send up the case."

This is creating rights with a vengeance. Imam Ali, &c., will be summoned to see what they really mean. Yesterday Jugdees (doubtless at the talookdar's instigation, though he denies it,) filed a petition saying he was very deaf; that he wouldn't understand why he had been summoned; that he claimed no rights whatever, and that his claim might be cancelled.

DOORGA PERSHAD, Putwaree.

The custom of the ilaka is to raise the rents to those of neighbouring fields, not beyond. The old tenant always has the *refusal* of holding on at increased rents. If he has improved the land, a small deduction is made in his favour. This is the universal custom of the country.

I certainly decline to endorse the Extra Assistant Commissioner's recommendation. I take it that the object of the present inquiry is not to enforce Section 128 of *Directions to Settlement Officers* at all hazards, but to ascertain what the custom of the country really is. As far as I can ascertain, only one answer is possible, and that much in the words of the putwaree.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

## VI.

*Kewlapore, Pergunnah Durriabad; Lumberdar, Bishundial, Kyeth.*

Of this village the Extra Assistant Commissioner reports that of five assamees, four claimed kashtkaree rights. One admitted that he was a tenant-at-will. The Extra Assistant

Commissioner adds that, "without doubt the custom of the country is that old assamees cannot be turned out." The four are as follows :—

No. 1, SUNMAN SING, said,

(Before Extra Assistant Commissioner :)

I have held for four generations 56½ cutcha beegahs at Rupees 26-12. I am an old assamee, and can't be turned out, nor have my rents been raised; my rent is the full amount.

(Before me,)

According to "khet ki hyseiut," such is the custom of the country.

URJUN SING, son of SUNMAIN SING, Soorujbuns.

It was I, not my father, Sunmian Sing, who appeared before the Extra Assistant Commissioner. I never *have* had my rents increased, but if the rents of the neighbouring fields are raised, of course I'm ready to pay higher rent. Such is the custom.

No. 2, RAM SING, Brahmin, stated :—

(Before Extra Assistant Commissioner.)

I have held 105 cutcha beegahs at Rupees 52 for 26 years. In my village no kudeem assamee can be turned out. I should complain were my rents raised. *In Nawabee the lumberdar* used to raise the rents.

(Before me.)

The lumberdar *has* the power to raise the rents according to the rates of neighbouring fields. It would be quite fair, and I should have no cause of complaint, if, on refusing to pay according to rates of neighbouring fields, I were turned out.

3, DHOKEE, Koormee, Mokuddum, stated :—

(Before Extra Assistant Commissioner.)

I do not know how much I hold, or at what rates, but I have held for 60 or 70 years, and if my rents were raised I should complain.

(Before me.)

My son used to manage; I answered for him. The custom of the country is this :— All assamees, even if they have held for two or three generations, are ready to pay increased rent, provided that the increase is made in accordance with the capabilities of the soil and the rents of neighbouring fields. If *this* was attended to, of course I should not complain. If, on my refusal, it was given to another assamee, I should have no cause of complaint, but, of course, I should get some allowance made for improvements.

4, KALKA, Trebedie, stated :—

(Before Extra Assistant Commissioner.)

I hold 21 cutcha beegahs at Rupees 14 for 22 years. The malgoozar has no right to turn me out. Were my rents raised, should complain.

(Before me.)

Of course I should *not* complain were the rents raised in accordance with those of neighbouring fields.

BISHUNDIAL, Lumberdar, states :—

My custom and those of Rae Ibrahim Buksh are the same. We never raise the rents beyond those of neighbouring fields. We have full power and right to raise them (to that amount). We always give the old assamee the refusal; if he declines, we give the field to another; we also allow him something for improvements.

At any rate in this village the Extra Assistant Commissioner has gone beyond custom. The true custom is described alike by all parties in every village which has come before me.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

## VII.

*Serai Khan Jijeipore, Pergunnah Durriabad.*

*Lumberdars Soorjoo Pershad, &c. &c.*

The Extra Assistant Commissioner reported of this village :—Of seven kashtkars, three reported that they had held for less than 20 years, and, in his opinion, had no rights; the remaining four have rights. The putwaree states that their rents could not be raised like those of the other assamees. The lumberdar's brother agrees only on his own side. The following are the statements of the parties :—

1, MUKKA, Chumar, stated :—

(Before Extra Assistant Commissioner.)

I have held 3 cutcha beegahs at Rupees 4-8 for Rupees 40. I am an old assamee. I cannot be turned out, nor have my rents raised.

(Before me.)

Of course I am ready to pay increased rent if rents of neighbouring fields are raised. This is the custom of the country. All I was asked by the Extra Assistant Commissioner was, whether my rates had ever *been* raised; they never have been. I made no complaint.

2, DUNNEE, Chumar, stated :—

(Before Extra Assistant Commissioner.)

I hold 12 cutcha beegahs 15 biswas at Rupees 10-14 for generations. I am kudeem. My rents cannot be raised, and I cannot be turned out.

(Before me.)

I am mokuddum. I never have had my rents raised. If they are raised according to rates of my neighbouring fields, I am ready to pay. This is the custom of the country.

3, LOKHAIEE, Chumar, mokuddum, stated :—

(Before Extra Assistant Commissioner.)

Held for 150 years 22 cutcha beegahs at Rupees 20-9. Always paid at fixed rates; can't have them raised or be turned out.

(Before me.)

It is quite fair, and is the custom, to raise rents to the rates of neighbouring fields; but I hold at ryottee rates; i.e. at 1 Rupee where Rs. 1-4 is the proper rent. If Rupees 1-8 were the rates of neighbouring fields, of course I should not object to pay Rupees 1-4 for mine.

4, SAHAI, Chumar, stated :—

(Before Extra Assistant Commissioner.)

I hold 4 beegahs 15 biswas at Rupees 6-10 for 150 years, and 5 in the zemindar's seer as maafee, and 1 beegah ghullaie. My rent is fixed. Should complain if I were turned out.

(Before me.)

We are the mokuddums. The custom is to raise rents according to rents of neighbouring fields; but I hold at ryottee rates, and should pay *less* than neighbouring rates. I get ryottee because I do "karobaree."

KUNHAIA LALL, brother of lumberdar.

It was the custom of the country in Nawabee to raise the rents in accordance with the capability of the soil or that of neighbouring fields: it was not the custom to go beyond them. We gave the old assamee the *refusal* to hold on. It was *not* usual to allow for improvements.

LALLCHUND, Putwaree.

The custom of our village is to raise rents according to neighbouring fields, &c., but *not* to allow for improvements. Those who hold at ryottee rates have allowances made in their favour. What I meant by saying to the Extra Assistant Commissioner that the four

four or eight assamees were different to the rest was that they were the mokuddums, and on that account pay at less rates.

No order necessary. I can't endorse the Extra Assistant Commissioner's recommendation.

(Sd.) H. B. HARRINGTON,  
Asstt. Settlt. Officer.

### VIII.

*Mouzah Cheyla, Pergunnah Durriabad.*

*Lumberdars Seerjun Sing, Aman Sing, Adjoodhia Sing.*

The Extra Assistant Commissioner reports that both the assamees sent up, viz., Sheodeen and Dabeedeen, should be decreed rights of occupancy, and at fixed rates, under Section 128 of *Directions to Settlement Officers*. His reasons are that he had enquired from two or three persons, and ascertained that the *custom* was that assamees who had ploughed for 30 or 40 years and had built houses should not be turned out so long as they paid their fixed rates; that the agents of the malgoozars, the putwaree of the village, had testified that both the assamees are kudeem; that the agents of Adjoodhia Sing and of Aman Sing had *agreed* to take the rates already fixed, and not to enhance them; and that the objections of the agent of the third lumberdar, Urjun Sing, were fraudulent (chalaki). The following are the statements of the parties.

No. 1, SHEODEEN, Bais, stated :—

(Before Extra Assistant Commissioner.)

I have held 68 cutcha beegahs for several generations, 50 cutcha beegahs at Rupees 50, 18 cutcha beegahs ghullaie; never changed my fields, nor paid at varying rates. Am *mouroosee*. Cannot be turned out if any assamee should offer, or the malgoozar demand, higher rates. Hold in three puttees. Have left my puttass at home. Have no claims by sale or mortgage.

(Before me.)

My claim to hold these lands is based, not on my being a mouroosee *assamee*, but on fact that I am an old *sharer* of defendants. Were I merely a *kashtkar*, I should not petition. Of course a lumberdar can raise a mere *kashtkar's* rents. I lost my *share* some 20 years ago. These 68 cutcha beegahs are not my seer, but I was allowed to retain them in consideration of old proprietary rights. I repeat that, were I not an old proprietor, I should not urge any right to occupancy, for *kashtkars* have no rights. These 68 cutcha beegahs have been 50 years in my possession. I have paid Rupee 1 per beegah on 50 cutcha beegahs for that period, and always held these same fields. Of the 18 cutcha beegahs ghullaie, the division is on half principle, but I get  $7\frac{1}{2}$  cutcha seers (lumberdar says five) as *koor*, as old proprietor, and as having an *hulwaha*, who gets Rupees 2 per month, and six *punserees* *chubena*.

No. 2, DABEEDEN, Bais, stated :—

(Before Extra Assistant Commissioner.)

I have held 51 cutcha beegahs for 50 years in the three puttees, 41 cutcha beegahs at Rupees 37, 10 cutcha beegahs ghullaie. I have a mouroosee assamee's rights, and can't be turned out.

DOORGA SING, brother of DABEEDEN.

(Before me.)

My brother, Dabeedeen, was unable to attend. His deposition just read out is correct. We are of the old brotherhood and family of defendants. We have held at same rates from the *good feeling* (*mehrbani*) of defendants. If they were displeased with us, of course they could turn us out. The lumberdars have full powers over their *kashtkars*, but we are "*potets*," old sharers.



*Defendant's statements.*

ADJODHIA SING, stated :—

(Before Extra Assistant Commissioner.)

Sheodeen holds 24 cutcha beegahs at Rupees 24, and three ghullaie in my client's puttee. His rates have never been raised, nor has he been dispossessed. The village custom with regard to the *other* assamees is occasionally to raise rents in accordance with the capabilities of the field and the rents of neighbouring fields. My client never has raised, nor does he wish to raise, Sheodeen's rates, because he is very obsequious (*ita at bahout kirta hai*). Dabeedeen holds 10 cutcha beegahs at Rupees 10, and no ghullaie. The same facts apply to him and Sheodeen; their rents are not ryottee.

ADJODHIA SING, Lumberdar, states :—

(Before me.)

I have no wish to raise the rents of either Sheodeen or Dabeedeen. They do "*tabadaree*." They used to act as sepoys, and now perform my orders. A long time ago they were sharers and of our brotherhood. With regard to ordinary assamees, our custom is to raise rents or lower them in accordance with the capabilities of the land. Even if an assamee were mouroosee, and had held for generations, we should raise his rent to the capabilities of the soil, *and he would of course be content*; but then we should make him some few rupees allowance for improvements, and we should only raise the rents in accordance with the actual capacities of the field or the rents of neighbouring ones. But in Nawabee, when the *Amil increased our jumma*, we used to increase the rates of the assamees. The real proportion is that half produce should be paid as rent, and on this calculation the money rates are made.

This is a most respectable and apparently guileless old man. The canoongoe states that he and his sharers hold 41 villages between them. He shows his *good will* towards the two assamees, but distinctly asserts a lumberdar's rights towards mere *kashtkars*, and describes the *custom* which controls the regulation of rents.

RAM SAHAI, Agent of AMAN SING, second lumberdar, states :—

(Before me and before Extra Assistant Commissioner.)

His client's willingness to let the two hold on at same rates, but adds this is because they do *tabadaree*. If they or their sons refused to do so, of course the lumberdars could turn them out.

GY PERSHAD, Agent of ARJUN SING, stated,

(Before Extra Assistant Commissioner.)

The two assamees held *because* in Nawabee they used to help the lumberdars in dacoity, fights, &c. My client has no wish to raise their rents. Afterwards said he *did* wish to do so.

(Before me explains.)

I meant to insist on my client's *right* to raise the rents, especially as the two assamees now do not perform the services which they used to do. If they do "*tabadaree*," he would *not* raise their rents.

Sheodeen and Doorga both admit that, if they or their sons did *not* do "*tabadaree*," their rents would be raised, and they turned out. They are quite clear that they have no *transferable* right; that on their death the fields will pass to their sons, but only on the same conditions, and at the will of the lumberdars.

OREE LALL, Putwaree, stated :—

(Before Extra Assistant Commissioner.)

His belief that both were *mouroosee* assamees, and could not have their rents raised; that they had helped the lumberdars.

(Before me says.)

I still say their rents should not be raised but "*tabadaree ke subub se*," *not* merely because they are mouroosee. Of *course*, if they or their sons should refuse to do *tabadaree*, they could be turned out. With regard to ordinary assamees, their rents can *always* be raised,

raised, but according to the capabilities of the fields, or the rates of neighbouring fields. It makes no difference even if they had held 100 years, and were regular mouroosees: the custom always is to give the old assamee the refusal, and to allow them something for their labour and improvements.

This is an interesting case. It certainly does not uphold the Extra Assistant Commissioner's theory that mere mouroosee assamees should *as such* be decreed right of occupancy at fixed rates. If such records should afterwards prove necessary, the present two assamees might be recorded *with consent of parties*. But as, from the statements of parties, it is clear that such holding would be *conditional*, an actual injustice would be done to the lumberdars. The contract would be all on one side. The parties are all respectable, and in every particular they describe *local custom* exactly as I found it described elsewhere.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

## IX.

*Mouzah Bhugoura, Pergunnah Durriabad.*

*Lumberdar Adjoodhia Sing.*

The Extra Assistant Commissioner reports:—

Out of 30 assamees 20 owned that they were mere tenants-at-will with no *rights*, some of them being kudeem, some new; the remaining 10 *did* claim kashtkaree rights. Of *both* sorts several had no rights, whilst some of those who claimed no rights were, in the Extra Assistant Commissioner's opinion, entitled to rights of occupancy, &c., on account of their being *kudeem assamees*; his reasons being that the lumberdar's agent and the putwaree both stated that the custom of the country was that those assamees who had held for a lengthened period at fixed rates *acquired* rights (*mustahiq ho jatu*) of occupancy so long as that fixed rate was paid, and that they were ready to agree that the present rates should be maintained with regard to ALL assamees, whether claimants or not, and whether kudeem or jadid. The Extra Assistant Commissioner's opinion was that all who had held at fixed rates for 20 years or upwards should be recorded as having rights of occupancy and at fixed rates.

OREE LALL, Putwaree, stated:—

(Before Extra Assistant Commissioner.)

On all these assamees, new or old, the lumberdar *will* not raise the rents; and the custom, moreover, is, that if an assamee plough for 30 or 40 years, and pay the same fixed rate regularly, he is called a kudeem assamee. As long as he pays *that* fixed rate, he cannot be turned out, and this fixed rate is not ryottee. Three assamees are recusant; all the rest pay well.

(Before me states:)

If the lumberdar is displeased with a kudeem assamee, of course he will turn him out; but as long as the assamee pays the rent fixed, why should he be turned out? The lumberdar has full rights to raise the rents, but only to the rents of neighbouring fields. By fixed rent (*lukta mukurwa*) before the Extra Assistant Commissioner, I meant the rent fixed for the year by putta in Assar. I did *not* say or mean that if an assamee had paid the *same* fixed rate for 30 or 40 years, that rate cannot be raised. The universal custom is to raise the rent in accordance with that of neighbouring fields or the capabilities of the soil. In saying that the lumberdar *will* not raise the rents, I meant that he will not do so in those fields in which the just limit has been realized (*hysieut pouncee*). In those in which the limit has not been reached, why should he not reach them? All this I repeat on solemn affirmation. I don't think that I said before the Extra Assistant Commissioner anything different to what I say now; in any case, what I now say is my real meaning and the real custom.

Lumberdar's Agent stated:—

(Before Extra Assistant Commissioner.)

I am unwilling to raise the rents of any of the assamees, and am willing to take the rents now entered in the puttas from the *rest* of the assamees, as well as from the 30 now sent up, whether they are kudeem or jadid. Three, however, are "nadahind,"

and I shall certainly prosecute them in the Summary Court. The village custom is that a kashtkar who ploughs for 30 or 40 years and builds a house becomes a kashtkar with *rights* (mustahuq); i.e. so long as he pays the *rent fixed*, he cannot be turned out. The rents now paid are not ryottee.

ADJOODHIA SING himself states :—

(Before me.)

However long a mere kashtkar has held, *of course* I can raise his rents, but not unconditionally (*be hissab*); the rents should be raised according to those of neighbouring fields, or the capability of the soil.

Twelve assamees are now present. Eight unanimously state that, according to custom, the lumberbar has full power and right to raise the rent, and that if he raised in accordance with the rates of neighbouring fields they are always content to pay it. *Four* say they have rights; they are Appurbul, Soorujbulli, Deena, Birbul. It is curious that of the four the first three were those recorded as *nadahind*.

1. APPURBUL, stated :—

(Before Extra Assistant Commissioner.)

I have for 70 years, two generations, held 18 cutcha beegahs at Rupees 27, at same rates. I have my yearly puttās at home. I have other fields which I acquired since. I have no transferable right; my right is that as long as I pay the fixed rent (*lukta mukurwa*) I cannot be turned out. If my rent is raised, I shall complain.

(Before me he states on solemn affirmation :)

I only insisted on my rights as to the 18 biswas, which I have held for many years. All I meant was that, so long as I paid the rent fixed (*lukta mukurwa*) for the year, I could not be turned out. As to complaining my rent was raised, I meant, if it was raised within the year. The lumberdar has full power to raise the rents at the year's end.

This is a sneaking sort of scamp, who can't look one straight in the face. I have little doubt that his deposition made before the Extra Assistant Commissioner was accurately recorded, and was made in hopes of hearing of something to his advantage. Now he eats his own words one after the other.

2, SOORUJBULLI, Koormee, stated :—

(Before Extra Assistant Commissioner.)

I hold 49 beegahs jumaie and ghullaie for 80 years, 35 beegahs at Rupees 54, 14 ghullaie, of which 12 are in the lumberdar's seer, which I threw up once. So long as I pay the fixed rent (*lukta mukurwa*) I can't be turned out, and should complain if my rents were raised.

(Before me states :)

The lumberdar has full power to turn me out, I didn't say that he hadn't before the Extra Assistant Commissioner; of course he has. By *lukta mukurwa* what should I mean but the rent fixed for the year, not for ever. I have no rights, and should not complain if my rents were raised.

This is another ill-conditioned scamp, on whom not the slightest reliance can be placed. So far, however, I believe both say truly that by *lukta mukurwa* they mean only the rent fixed by the year. That a different impression was conveyed to the Extra Assistant Commissioner is clear enough.

DEENA, Koormee, stated :—

(Before Extra Assistant Commissioner.)

I hold in all 26 cutcha beegahs for 25 years, 18 cutcha beegahs at Rupees 29, of which Rupees 9-7-6 is at *kashtkaree* rates, Rupees 19-8-6 at the rates for the lumberdar's seer, which I have only held since annexation. I have rights of a kudeem asamee; if I am dispossessed, or have my rents raised, I should complain. Never have had them raised, nor been dispossessed.

(Before me states :)

Denies that he insisted on any rights at all, and says the lumberdar has full powers: I have resided for 20 years. What rights have I?

Though

Though more respectable in appearance, this is another miserable wretch, who eats his own words; the fact, I suspect, being that a summary suit is hanging over them before the Extra Assistant Commissioner, they hoped for something to turn up; now they fear the results of the summary suit if the lumberdar be pushed.

4, BIRBUL, Koormee, stated :—

(Before Extra Assistant Commissioner.)

For 17 years I hold 58 beegahs 1 biswa cutcha, 52 beegahs jumaie at Rupees 55-2, 5 beegahs 6 biswas ghullaie, Rupees 5-6; 40 beegahs 15 biswas are *kudeem*. I am a *kudeem*, and have rights. If the lumberdar puts me out, or raises my rents, I shall complain.

(Before me states.)

What I mean is, that if the rents of *all* are raised, or *all* are ousted, I am willing to have mine raised, or to be ousted. I say that right *only* cannot be raised; that is to say, that I am willing to pay according to the rates of the village and *talooka*, *not* merely by the rates of one or two neighbouring fields; this we call "*punchrit*." Thus I hold 40 beegahs 15 biswas at Rupees 55-2; if by the *punchrit* these rates are *low*, I am quite willing to pay more. At present I have no cause of complaint. I do tabarec to the lumberdar.

This is a very different style of man to the other three, and is clearly speaking from conviction.

From what I gather from the canoongoes, &c., present, I understand that *punchrit* was really based on a tacit understanding of assamees, that if the rent of one was raised, *all* should be raised, or *vice versa*. In extremities, *all* would abscond, and thus leave the landlord at their mercy.

ADJOODHIA SING says :—

That the custom of the village was to raise rents by those of neighbouring fields, *not* by *punchrit*; but that, with regard to (4) Birbul, he has always allowed him to hold on the *punchrit* principle, or rather that he is willing to allow him to do so; for, as a fact, his rents never have been raised. He rendered good service in old times, and does labour since still. The three assamees who asserted their rights now disclaim any such calculation. They are beneath contempt, and nothing can be argued from their assertions one way or the other. The remainder are unanimous, and agree with the lumberdar that their rents can with full justice be raised in accordance with the rates of neighbouring fields; that if they do not agree to such increase, they will of course be turned out. Birbul, 4, is, as it were, an old sort of retainer; he is at present well off. To insist on recording his rights unconditionally in future would, I venture to think, be a mistake. With the exception of the three above-mentioned, the relation between these tenants and their landlords is creditable to all parties. I cannot agree with the sweeping conclusions of the Extra Assistant Commissioner. Whatever the parties said before him, their assertions before me lead to a different conclusion. The explanation given by the putwarree and others of the word *lukta mukurwa* is worth nothing.

(Sd.) H. B. HARRINGTON,  
Asstt. Settlr. Officer.

## X.

*Mouzah Mamra Dehee, Pergunnah Durriabad.*

*Lumberdars Rajah Furkund Ali Khan, 2, Urjun Sing.*

The Extra Assistant Commissioner reports that of the assamees in this village only one claims rights, viz. Kooshial; that, with regard to village custom, the lumberdar's agent and putwarree stated that *kudeem* assamees *do* acquire one kind of right, viz. that so long as they paid the fixed rent (or rent fixed?), "*lukta mukurwa*," they cannot be turned out; that they did not wish to turn out any assamees; that *Abbas Ali, Canoongoe*, had often told the Extra Assistant Commissioner that, if any assamee without change of fields had for a long period held at fixed rates, he acquires a *right* of occupancy so long as he pays his rent, and that it is not in the lumberdar's power to turn him out; if the *kashtkar* fall into arrears, then, on *complaint made*, he can be turned out; that *therefore* one rule should apply throughout the whole village, and that *all* *kudeems* should be recorded as having rights of occupancy.

Kooshial and Urjun Sing's Agent present.

KOOSHIAL states :—

My statement just read was made by me before the Extra Assistant Commissioner. I did say I had rights; what I *meant* was that my rent has reached the full mark (*mokummul hogya*), and should not be raised. By saying that the lumberdar *cannot* raise the rent, I meant that, in *accordance with custom*, he would not do so unless my land improved. Of course he has the *power* to do what he pleases with his land; he is malik, not I. When the rents are raised in accordance with those of neighbouring fields and the capabilities of the soil, no assamees, however kudeem, would complain. It is only when this limit is passed that they think themselves wronged. If the fields surrounding mine should have their rents raised, *of course* I should be ready to have my rents raised to that amount.

The man's meaning is quite clear, and he seems thoroughly respectable; his real meaning does not justify the conclusions which the Extra Assistant Commissioner seems somewhat hastily to have arrived at.

The assertion of Abbas Ali, canoongoe, if taken in the literal sense given to it recorded by the Extra Assistant Commissioner, is totally opposed to every answer given me by every canoongoe I have examined. I can only think that the Extra Assistant Commissioner was recording an *impression*.

(No actual statement is recorded; the Extra Assistant Commissioner seems rather to give the results of conversations.)

(Sd.) H. B. HARRINGTON,  
Asstt. Settlt. Officer.

## XI.

*Mouzah Jurearee, Poorwa Manpoorwa, Pergunnah Durriabad.*

*Lumberdar Goor Pershad.*

The Extra Assistant Commissioner reports that both lumberdar and putwaree admit that certain assamees are kudeem, and adds that *though* the lumberdar also stated that he had in Nawabee raised his rents, and *though* he had not held the same fields, yet that, as it was admitted that he was "kudeemee," he should be recorded as having rights of occupancy, &c.

NILKUNT states :—

I do claim right of occupancy in 80 cutcha beegahs, and at a fixed rate of Rupees 120. I have had my claims upheld in summary suit. The basis of my claim is, *not* that I am a mouroosee assamee, but that my father was settled in the village at a time that it was waste, *on the condition of holding* 80 cutcha beegahs at Rupees 120. Were I a mere assamee, of however long standing, of course my rents could be raised to those of surrounding fields. The real cause of my quarrel with the lumberdar two years ago was about mokuddumee rights, and then he turned me out of 80 cutcha beegahs.

Lumberdar GOOR PERSHAD, Soofujbuns, pleads :—

It is true that my grandfather settled claimant's father with several other assamees, but no promise was made that they should hold 80 cutcha beegahs at Rupees 120. I did *not* turn claimant out neck and crop. There 80 cutcha beegahs are worth at least Rupees 180; from him I only demanded Rupees 170, or Rupees 50 increase, but allowing him Rupees 10 as ryottee. He refused; I turned him out, and *got* Rupees 170 from another assamee. He complained, and was restored on ground that I could not without an order from the Sirkar raise the rent. I appealed, but, my agent not being present, the appeal was demurred.

The suit is clearly *not* one based merely on a kudeem assamee's rights. It is a case of *contract*, and the point at issue is on what terms was its family induced to settle?

The grounds urged by the Extra Assistant Commissioner are beside the mark, and not sufficient to warrant his recommendation. The real grounds should be tried by punchayet. As claimant has been upheld by summary suit, the question can advantageously stand over till the village is taken up in due course.

That *some* contracts guaranteeing certain lands at fixed rates to a *settler* were made is clear enough; whether such was the condition of *this* specific contract is a matter of specific

specific investigation. I do not detain my Report on the Extra Assistant Commissioner's cases to complete it *now*.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

## XII.

### *Mouzah Nurgowra, Pergunnah Durriabad, Huraha Talooka.*

The Extra Assistant Commissioner reports that of 13 assamees only 5 are *kudeem* who have held at fixed rates and same fields; that they did not *claim*, because the talookdar's agent had prevented them from doing so; but that notwithstanding they *should* be decreed as having rights. The statements of the five are as follows:—

(1) Matadeen, (2) Panchu, (3) Jit, Koormees, (4) Bolass, Berhai, (5) Deenghur, Pasee, all most distinctly stated before the Extra Assistant Commissioner that they were entirely at the mercy of the talookdar, and had no rights.

Before me they repeat that they have no *right*; that if the rent was raised in accordance with neighbouring fields, they should accept it; if beyond, that they should throw up. They all say they have been well treated by the lumberdar, and have no fear of being turned out. To let well alone seems to me better than to give them false ideas of their position by encouraging them to sue for *rights* of which they have no notion.

CHOPLALL, Putwaree, states:—

I am putwaree in this and in two other villages in the Huraha talooka. It was the custom in Nawabee regularly to raise the rates, but in accordance with, and with reference to, the capacities of the soil in *bungur* lands, first ghullat payments were made on half-and-half principle; when the fields had in a few years reached the mark of good cultivation and became "*bahut*," money payments were fixed, but still on the half-and-half principle: thus, if the produce was on the average worth Rupees 2, Rupee 1 would be the rent. If during the year the Amils insisted on higher payments from the talookdar, he raised the rents of his tenants: the excess in whole or in part, as the case might be, was divided among the tenants, so many extra annas on the rupee being taken from each. If no excess was demanded by the Amil, no increase was made during the year. Assamees would throw up if rents were raised without reference to the soil: to do so was not the custom.

## XIII.

### *Mouzah Etowra, Huraha Talooka.*

The Extra Assistant Commissioner reports that 29 assamees should be recorded as having rights of occupancy, &c., in accordance with Section 128 of *Directions to Settlement Officers*, on the grounds that they were *kudeem*, and that so long as a *kudeem* kashtkar pays the fixed rate (? rate *fixed, lukta mukurwa*,) he can't be turned out. He adds that this is confirmed by the talookdar's agent and the putwaree.

CHOPLALL, Putwaree,—

Varies in his statements, and it is difficult to get a direct answer out of him. He tries to explain his statements before the Extra Assistant Commissioner by saying that he meant that the rent of fields which was up to the mark could not be raised, whilst those under the mark could be raised by degrees. He says that some five of the assamees have *rights* of holding at fixed rates, on the ground of having lent money to the Rajah in former years; that those who hold at ryottee rates on this account have papers by them; that with regard to the others, if they have held even for 100 years, their rent *can* be raised, and they turned out if they refuse to hold on enhanced terms;—partly from stupidity, partly from cunning. This old man is most unsatisfactory in giving any clear statement. He has been putwaree, he says, for eight years. The karinda is also a new man.

Twenty-nine assamees are present. At first they insist that their rents cannot be raised. On being asked on what account, they unanimously state that the reason is, *not* that they are *mouroosee* assamees, but that the full rent has been imposed on their land, "*khet ke hyseiut se luktee mokummul hogya*." They all admit, not

only that the lumberdar has full power and rights over his cultivators, but that no assamee would *object* to paying rents if raised according to those of neighbouring fields. With regard to those alluded to by the putwaree, three men say that they hold land on such or similar terms; they have not their papers with them. *These* cases are clearly cases of special *contract*, each depending on terms of their own, which must be separately investigated in each case. They are entirely distinct from claims to occupancy merely on account of being mouroosee assamees. In this village the assamees with three exceptions are Brahmins; they do without doubt feel that they have obtained a sort of prescriptive right of occupancy and at fixed rates, but when pushed home they admit the full *power* and right of the talookdar. Their case, as stated by the Extra Assistant Commissioner, would without doubt come under Section 128 of *Directions to Settlement Officers*, but till some new *rules* are issued, there is no reason why they should be recorded. Whether their case strengthen the arguments for or against a law granting rights of occupancy is a matter of opinion, and it must be carefully divested of all its extraneous circumstances before it can be appealed to one way or the other.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.

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## XVII.

25th April 1865.

*Statements of Imam Ali and Boorhan Ali, called for in the Piareepore case.*

IMAM ALI states :—

I am lumberdar of Kisoorie. The lumberdar has most certainly the power and right to raise his rent; but when the rent has reached the fair limit and the land is fully cultivated, what use is there in raising the rent? No assamee would give, and few, if any, lumberdars would *ask*, more rent than was the fair equivalent of the capacities of the soil. The proper limit is understood to be the rent usual on similar *kamil* lands in the neighbourhood. I certainly did not think that I had given the Extra Assistant Commissioner to understand that “a kudeem assamee can never be turned out, and that the malgoozar has no power to raise his rent.” A kudeem assamee *can* be turned out, and his rents *can* be raised, as in fact he will *not* be turned out, and his rents when once they have reached the limit will not be raised; but the *right* lies not with him, but the lumberdar. *This* is my real meaning.

BOORHAN ALI states :—

I am lumberdar of Lallpore. I *never* told the Extra Assistant Commissioner that kudeem assamees could not be turned out, and that their rents could not be raised. The lumberdar has full power and right to oust his tenant and raise his rents. There is always a *limit* in raising rents; this limit is usually fixed in accordance with the rates prevalent in neighbouring fields of similar quality. If an old assamee had improved a field at Rupees 8, so that it had become worth Rupees 12, we should tell him to pay Rupees 11, or to throw up; and if he refused to hold at Rupees 11, we should most certainly have turned him out. This was the regular custom in the Nawabee.

I can only conclude that the Extra Assistant Commissioner was mistaken in the impressions conveyed to him by these two witnesses. They are clear enough in stating that they never endorsed the statement that no kudeem assamee could have his rent raised or be ousted. As it seems to have been on impressions gathered from some conversation with these men that the Extra Assistant Commissioner strengthened or founded the expressions used in his investigations, their actual sentiments were worth recording. I am more than ever convinced that the Extra Assistant Commissioner jumped to his conclusions.

(Sd.) H. B. HARINGTON,  
Asstt. Settl. Officer.



## XVIII.

25th April 1865.

*Mouzah Sheekpore, Pergunnah Durriabad.*

POORAY RUGGONATH.

Extra Assistant Commissioner reports that the lumberdar's agent and putwaree acknowledged that four kashtkars were "kudeem," and that it was not the village custom to turn out kudeem kashtkars so long as they paid "*lukta mukurwa*."

*N.B.*—I have on more than one occasion had to note the indefiniteness of this term. It sometimes means rent fixed, and sometimes *fixed rate*. The assamees generally use it in the former, the Extra Assistant Commissioner apparently in the latter, sense: thence arises a serious confusion of terms. It need not be noticed that rent fixed and fixed rates are often two totally different things.

Further that there was no objection to their being allowed to hold on at same rates during term of settlement; that no further enquiry was necessary, as it was quite clear that the rights of kudeen kashtkars existed in the village. The four assamees before me all state that they did *not* always plough the same fields, but sometimes threw up some and took others: they would seem to have stated before the Extra Assistant Commissioner that they had the rights of kudeem kashtkars; what those rights were was not clearly defined. Before me, one and all, Hemraj, Merhban, Douberee, Pirthee, state clearly enough that they have no rights as against the lumberdar; that they are tenants at his will (murzee).

DOWLUT RAJEE, Lumberdar's Agent, states:—

These are the only resident kudeem assamees in the village. The land is very *poor*, and the present rates are the full ones. I have no objection to engaging not to raise the rents so long as the Government revenue remains the same. As to the *custom* it is universal; the landlords always have had the right of raising or lowering the rents in accordance with those of neighbouring fields of a similar quality.

RAMDUTT, Putwaree.

I can't get a clear answer from this man, who is a shuffler. He says they never were turned out; the lumberdar had the power and right to raise the rent, but it has long been "*mokummul*" and can't be raised more. It is clear that this hamlet is poor and under-populated; the four assamees are so valuable that the lumberdar is ready to secure their services by engaging not to raise their rent; the present rent also is as high as he expects it is likely to be. Throughout the same reference to the proportion between rent and capacity of soil is implied; the tenants admit they are tenants-at-will. As to the record, I think they might be recorded, but the time for doing so appears to me to be when the lumberdar's own rights have been ascertained.

(Sd.) H. B. HARRINGTON,  
Asstt. Settl. Officer.

## XX.

*Mouzah Jithowtee, Pergunnah Durriabad.**Lumberdars, Bawandeen and Keoree, Koormees.*

The Extra Assistant Commissioner sent up this case with the remark that of 13 assamees not one claimed kashtkaree rights, but that from the lumberdar's and putwaree's statements it was clear that *no kudeem* assamee could be ousted, nor have his rents raised. Their assertions as given before the Extra Assistant Commissioner seem to justify his conclusion.

NEEREE, Lumberdar, states:—

(Before me.)

Of course lumberdars have the *right* to raise the rents, but where the rents are "*kamil*," if we raised them who would plough? Where the limit has *not* been reached, we always raise the rents to that limit, however old the assamee might be. The "*khet ki hyseiut*" determines the rent.

## OREE LALL, Putwaree.

The power and right rest with the lumberdar. If the Government jumaie is raised, rents are raised; they are not raised otherwise if the limit has been reached. If a kashtkar holding for five or six generations had regularly paid Rupees 10, and it was known that his field was worth Rupees 15, his rent would be raised; the rents are determined *khet ki hyseint se*.

This is confirmed by 10 assamees present. I am convinced that the real meaning of the putwaree and lumberdar did not justify the *absolute* interpretation put on their words by the Extra Assistant Commissioner. What they really meant was that when the limit has been reached no increase of rent will take place, as the lumberdar says no one would *give* more. They all say that there is no *buttaie* in this village; that among themselves they find no difficulty in determining *what* is the proper rent for a given field, the *standard* generally being neighbouring fields of a similar quality.

(Sd.) H. B. HARRINGTON,  
Asstt. Settlt. Officer.

The mass of the cultivators in this village are not *mere* cultivators, but members of the brotherhood. To take up their claims, which are really claims to *shares*, would be premature.

From MAJOR F. E. A. CHAMIER, Settlement Officer, Durriabad, to the Commissioner, Lucknow.—No. 108, dated the 11th April 1865.

WITH reference to Financial Commissioner's Book Circular No. II. of 1864, I have the honour to submit the results of an inspection of 30 summary suits for ouster taken at random from the revenue record-room.

2. Of these 30 suits 19 proved to be claims based on long possession; of the latter number 13 were dismissed at the tehsil, as it was discovered that the vague terms used to denote long possession, such as "Muddeet duraz," "Arsa kuseer," "Pushtha pusht," were so many ruses to enlist the sympathies of the Courts.

3. But in six cases I have instituted enquiries, and I beg to draw attention to them.

A.—Chundun, the cultivator, is absent at Cawnpore selling his "goor," so we have only the statement of his landlord, a talookdar of Rudowlee. This talookdar denies that any cultivator is possessed of rights of occupancy, though, in accordance with the custom which has prevailed in his family, he is ever willing to encourage tenants in retaining the same fields, provided they pay market rates. A man of Chundun's enterprise is too great a catch to be trampled upon. Still the talookdar seems to have gained his point against him.

B.—Ouseree, since dead, asserted that he had held for a long time; but he readily filed a razeenamah agreeing to pay an increase of Rupees 4 or Rupees 6, when he found that he was not permitted to fix his own rent.

C.—Debedeen is a capital model of a refractory cultivator; and we may rest assured that, if he had ever heard of rights of occupancy, he would assert them very quickly.

D.—This is an instructive case. It shows the result of interference between a landlord and his tenant, and also that, if the right of occupancy exists at all, it has risen under the general security afforded by our rule. Deen Sing no longer finds it necessary to keep on good terms with his landlord; nevertheless, he admits that he possesses no right of occupancy.

E.—Dowlut distinctly affirms that, should the village be restored to the Rajah, he might be ejected at any time.

F.—Plaintiff has not appeared. In his case there was no disinclination to keep him from his fields, but he will not even take the putta in his own name, and allow his friends the benefit of his having long cultivated the fields. Being a Brahmin he probably has not much improved them.

4. This district has long been remarkable for the immense number of summary suits which are yearly filed. In cases of ouster it has generally been found that such claims are based either on false assertions of long possession, or an alleged right to hold as former proprietors, or as servants of the Nawabee. In addition to the 30 cases above noted, I have searched the records in vain for any decisions in which a tenant, as such, has been found possessed of a right of occupancy. The fact is, I believe, that neither in the Nawabee nor since annexation has the issue ever been tried whether there is such a thing as the right of occupancy. Landlords in this district are averse to removing tenants

tenants from one field to another; and however much we may teach them scientific ways of improving their cultivation, they have not to learn what course is dictated to them by usage and common interest in their dealings with hard-working tenants.

5 The right of occupancy (though the term is yet unknown in this district) may be said in the same breath to exist and not to exist. If the tenant be asked, he replies that the proprietor of the land can do what he likes with his own while the landlord will pay. The "Sirkar" may introduce the definition or not as it deems proper, but we never have rejected a tenant who, having expended capital in his fields, has agreed to pay something less than what the fields are worth.

6. It is, then, a subject of the highest importance whether we shall step in and disturb such satisfactory relations; but if it should be held imperative to afford the tenant of long standing protection from the possible caprice of his landlord, a resort to arbitration should be ruled to be the only remedy available. By this procedure we should leave the matter in the hands of the parties concerned as heretofore, and we should hear very little of tenants asserting rights of occupancy after a few of the most refractory had tried the measure of their resistance and the sense of the country.

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*The 19th April 1865.*

*Village Pain Ibraheem, Tehsil Nawabgunj.*

OUSAN SING, Chowhan, Thakoor, *vs.* BABOO UNWUR SING, Talookdar.

OUSAN SING states:—

I complained in February last of ouster from 19 cutcha beegahs. My family has held this land for 20 years. I have always paid rupees 30-8 on it, and defendant has agreed to take that amount only for the future.

Agent of Talookdar states:—

Plaintiff's father held this land in reward for services as "Karinda," or agent. Plaintiff himself was this year suspected of playing tricks, so he was ejected, but we came to terms, i.e. that plaintiff should continue to pay Rupees 30-8 on his holding.

Plaintiff states:—

I admit that my father obtained this land as alleged. I did not play tricks, so there was a great consultation held by the senior members of the Baboo's family, and I was restored. Had I misbehaved myself, Baboo might have ousted me. I pay, however, higher rates than my neighbours. My land was very poor; I have brought it to a high state of cultivation. If the Baboo had said to me, "It is very true that your father received this land as my agent, but the fact is I am in want of money, and I must give your land to another who offers to pay Rupees 40," I should have thrown myself at the Baboo's feet, and asked him, "To whose house can I go if you cast me out?"

In submitting my Report this case was mislaid. It tends to confirm my opinion that the best decisions in such cases will be given if the parties are left to themselves. But here Ousan Sing's possession arose from service, and as he becomes more acquainted with our Courts he will doubtless assert that he has acquired a heritable right to land he has improved.

(Sd.) F. E. A. CHAMIER, Major,  
Settlt. Officer.

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A.

*The 11th April 1865.*

*Village Sebowja, Tehsil Rudowlee.*

CHUNDUN *vs.* FUZL RUSSOOL, Talookdar.

FUZL RUSSOOL in person states:—

Plaintiff, the cultivator, is reported absent. Chundun has gone to Cawnpore to sell his own goor. The cart upon which it is laden is his also. He cultivates a little over 100 (290.) cutcha

cutch a beegahs; the quantity has varied. He has only held from me since annexation. For two years prior to that event the whole village was devastated. I cannot speak of years antecedent to 1263 Fuslee, because I only then purchased the village. When the razeenamah was filed in 1268 Fuslee, he agreed to pay full rent; when he lodged his claim, he had objected to enhancement. I could eject him if he opposed me in the village and became refractory, but so long as he behaves well I should have no object in ousting him. He is not an old cultivator; he has no rights. Chundun is of the Koormee caste, and as he has 25 relations who are on good terms with him, he can cultivate a large quantity of land. He does not sublet his land to his relations. I cannot speak from memory what rent has been fixed; it is the highest that the land can bear. Chundun will be back in a fortnight. At Cawnpore he can obtain a better price for his "goor" than at Lucknow. There are many old cultivators in our talooka; families who have held for generations. I should never think of ejecting them unless they took to bad livelihood. In the Nawabee an old cultivator would not only be ousted from his holding, but his house would be razed to the ground. Cultivators never complained of ouster in the Nawabee; we had entire control over them after having obtained the kuboolyut from the chukladar. The rents have been enhanced without these cultivators, above alluded to, appearing in the Courts. There is very little "buttai" in my estate; gradually it has been converted into jummai. A tenant would be at once ousted (and some have been) if he refused to pay cash rents. \*

*Note.*—This talookdar admits no rights of occupancy against his will, though, as a good landlord and a man of good family, he has always respected the interests and wishes of industrious and enterprising tenants.

(Sd.) F. E. A. CHAMIER, Major,  
Settlt. Officer.

B.

*The 11th April 1865.*

*Village Bainil, Tehsil Nawabgunj.*

OUSEREE *vs.* CHUNDEE, farmer.

Case of ouster filed in September 1862.

CHUNDEE states :—

I only hold the lease of so much land as belongs to the puttce of Mahommed Hussein, Talookdar. Ouserree died two years ago. He held a field of 7 cutcha beegahs, and paid Rupees 6. I demanded Rupees 10; he refused; so I gave the field to another for Rupees 10. Ouserree had only cultivated the land since 1267 Fuslee (now five years); his son has the field at Rupees 10. He is an Aheer. The man was a weaver to whom I had transferred it. When he received the summons I was with him, but he did not understand why he should go, as he had filed no complaint. His name is Adjoodhia; he is about 20 years old.

*Note.*—In his plaint plaintiff alleged possession from a long time, "Arsa duraz". In his examination at the tehsil he said "12 years;" but from his readily accepting an enhancement of Rupees 4, it is probable that he has held only since 1860.

(Sd.) F. E. A. CHAMIER, Major,  
Settlt. Officer.

*The 11th April 1865.*

*Village Terah, Tehsil Nawabgunj.*

DEBEEDEEN *vs.* SALAR BUKSH.

Plaintiff present: Madar Buksh, brother of Salar Buksh, appears.

DEBEEDEEN states :—

I hold seven fields. Last year I complained because defendant wished to oust me. He demanded higher rates, and I refused to give them. I was restored by the Courts. My family

family have held for 30 years ; I pay the rates paid on adjacent fields. Defendant wishes now to oust me. I am Chundele Thakoor. I do not deny the right of the proprietor to oust me, but I object to relinquish my fields after having sown sugarcane and melons. Since my grandfather died, four years ago, defendant has tried to get rid of me.

MADAR BUKSH states :—

At the measurement of the village I found that plaintiff's fields amounted in area to 25 cutcha beegahs, instead of being 10 cutcha beegahs. He had told the Ameen that the 10 cutcha beegahs which Bhowanydeen, his uncle, held, were in his possession ; and those 10 cutcha beegahs turned out to be 15 cutcha beegahs. Plaintiff will only pay Rupees 14 on 25 cutcha beegahs ; others are ready to give Rupees 35. Plaintiff was served with a notice at the tehsil to relinquish his lands on 16th ultimo, but still he sowed his melons and sugarcane.

Plaintiff states :—

I never was warned. If I am told to-day that I am not to cultivate next year, I shall obey. I have not received a putta, nor has any other cultivator, for 1273 Fuslee.

*Note.*—I cannot get this cultivator to reply to the following question : that whereas defendant had ejected him last year, and had thus shown his (defendant's) intention and desire to give the land to others ; how came plaintiff to again keep on the land without first satisfying the demands of defendant ?

Defendant states :—

I would take Rupees 35 from plaintiff, or even Rupees 2 less, rather than oust him ; but when I forbade him sowing his sugarcane, his friends turned out with lathies. Plaintiff does not even live in my village ; he belongs to Chowkbundee. He has cultivated from 10 or 12 years ; he has always paid Rupees 10 on his 10 cutcha beegahs. He did not reclaim the land from the jungle. It is in a bend of the Kulianee, rather low, very fertile, covered with sugarcane, and entered "mutejar" in the khusrah. On the 16th of last month I filed a petition at the tehsil requesting that plaintiff be informed that he must either pay Rupees 35, or abandon the land in Assar (June.)

*Order.*—Petition referred and sent for.

Inasmuch as plaintiff does not assert any rights of occupancy, there can be no question that he is wrong in forcing himself before the proprietor of another village. That proprietor, a Mussulman, mindful of the inconvenience he experienced in former days from plaintiff cultivating his land when tenants were scarce, is prepared to treat plaintiff with consideration ; but this haughty Thakoor will heed no warning ; he intends to carry on against all custom until he is ejected by the Courts, and declines all terms. It appears that on the 7th of this month plaintiff was served with a notice to abandon his lands or pay Rupees 33. Plaintiff is rather sharp in his practice. The next agricultural year, 1273 Fuslee, will not commence till "Kooar," 6th September ; but the "Khalee Fusl," or time when no crops are on the ground, is June ; so plaintiff, if he wishes to sow a crop like sugarcane in April, should first obtain the sanction of the proprietor. According to his own admissions he might as well sow sugarcane in my compound without my permission.

(Sd.) F. E. A. CHAMIER, Major,  
Settlt. Officer.

*The 11th April 1865.*

*Village Kumalabad, Tehsil Nawabgunj.*

DEEN SING, vs. WUZEER ALI.

DEEN SING states :—

I am Thakoor of Kumalabad. I have held this land for many years, three generations. My holding was formerly larger, but five years ago defendant took away 16 cutcha beegahs. I was by accident late in complaining ; I allowed time to slip past, so I did

not complain. I now hold 28 cutcha beegahs. In August 1864 half were ghullaie; it was on the ghullaie that we quarrelled. Defendant demanded one Rupee a cutcha beegah, though the land was worth only 4 annas. On 14 cutcha beegahs I pay Rupees 33; on the remaining 14 cutcha beegahs I pay Rupees 7. If any one would pay more, I should be ejected, *as the land is his* (zemeen ka malik), but I have held for three generations. Hydur Hussein and Wuzeer Ali are joint proprietors; the former forbade the latter when he quarrelled with me; they have now divided their lands.

*Q.* How came you to complain when you admit that the lumberdar is the proprietor of the land?—*A.* I have now obtained the land from the Sirkar, so the lumberdar no longer owns the land.

*Note.*—When further pressed for a direct answer to my question, plaintiff states "it was a slip of the tongue my admitting the lumberdar's power to eject me." The man is so deaf that the mohurir is obliged to bawl in his ear.

*Q.* If you had been ousted in the Nawabee, would you have complained to the chukladar?—*A.* Who would have listened?

*Q.* If the lumberdar could eject you in the Nawabee, why can he not now do so? No new rights have been conferred upon tenants.—*A.* He cannot now oust me, because the lion and the goat drink at the same "ghât," or landing place.

*Note.*—Tehsildar restored plaintiff because he had agreed to pay cash rents on 5th September 1864. Defendant appealed on the 22d idem, and withdrew his appeal on 28th idem.

(Sd.) F. E. A. CHAMIER, Major,  
Settlt. Officer.

12th April 1865.

*Village Grora Bumnaon, Tehsil Ramnuggur.*

DOWLUT vs. SEWUK.

Parties present.

Case was instituted in June 1861.

DOWLUT states :—

I lent my fields to defendant for one year; at the end of that time he refused to give it up. Defendant is not lumberdar. I have held these fields for 50 years; Rajah Surubjeet Sing gave them to me. The lumberdar is the proprietor of the field; if he turned me out, how should I live? I hold 48 cutcha beegahs now; I formerly held a great deal more, but I gave them up as beyond my means. I have four bullocks. I cultivate the whole of these 48 cutcha beegahs; I sublet none of it. I am Bais Thakoor. The zemindaree was more ours. The whole of this land is ghullaie. If the lumberdar wished to convert it into cash rents, I should not object.

*Q.* If you agreed only to pay 4 annas the cutcha beegah, and the lumberdar could obtain 8 annas from some one else, would he oust you?—*A.* The Sirkar could, but not the lumberdar; how should I live? The fact is, I should not object to pay enhanced rates if there still remained sufficient profit to maintain my family.

The lumberdar never has asked for higher rent, because the land is all ghullaie. I receive two shares, the lumberdar one. I deny the present lumberdar's right to oust me. If the village were restored to the Rajah, he could eject me, because the fields are his.

*Note.*—It is curious how the Rajah is still looked upon as the proprietor, although his rights in this village have been confiscated.

(Sd.) F. E. A. CHAMIER, Major,  
Settlt. Officer.

*Village Mumtamow, Tehsil Ramnuggur.*

RAMJUN, Brahmin, vs. CHEDEE, Aheer, farmer.

Plaintiff absent.

CHEDEE states :—

I live in Soorutgunj, adjoining Mumtamow. Ramjun has held land many years. When he complained in 1862, he had relinquished his 8 cutcha beegahs for two years, but we settled the matter amicably. Last year, however, he gave up the fields again, and sold his

his bullocks, and took to selling atta. He formerly held 25 cutcha beegahs ; he is a lazy fellow ; he gave up his 25 cutcha beegahs of his own free will. If he had refused to pay the rent demanded of him, the lumberdar could have ejected him, however long he may have held his fields.

Q. There are two puttees, I believe, in Mumtamow ; could one putteedar eject a cultivator of long standing because he has espoused the cause of the other putteedar ?—A. Why cannot he eject the tenant ?

(Sd.) F. E. A. CHAMIER, Major,  
Settlt. Officer.

From Major F. E. A. CHAMIER, Settlement Officer, Durriabad, to the Commissioner, Lucknow.—No. 126, dated the 24th April 1865.

I have the honour to forward the accompanying investigations of the Extra Assistant Commissioner of Settlement into tenant rights in 17 villages in the Durriabad Pergunnah.

Of the 15 villages, in 13 recommendations were made, in two recommendations were not made, by Extra Assistant Commissioner.

2. The results obtained by the Extra Assistant Commissioner, and his opinion as to the existence of cultivators with rights of occupancy and at fixed rates, were so different to the results of similar enquiries made by me, and to the opinion which I had formed on them, that, before endorsing his recommendations, I felt it necessary again to confront and re-examine the parties in my own Court.

3. I have carefully gone through every case, and recorded such observations as seemed to be required. It is unnecessary to recapitulate them here.

4. The result has been that in no case have I felt called on to endorse the recommendation of the Extra Assistant Commissioner.

5. As the opinions of an intelligent Native officer, his remarks are worthy of every attention ; but, for my own part, I cannot but think that they have been somewhat hastily formed, and are not warranted by facts.

6. One or two cases in which, before me, the cultivator did seem *bonâ fide* to claim a right of occupancy turned out to be based, not on the mere fact of his being an old tenant, but on some special promise and quasi-contract, which will be further inquired into. In the remainder the right of the landlord to oust his tenant, and to raise the rent, was fully admitted.

7. The Extra Assistant Commissioner seems to have thought that every cultivator who had held for a lengthened period, and at the same rates, even though he had *not* held the same fields, was *ipso facto* entitled to record under the provisions of paragraph 128 of *Directions to Settlement Officers*.

8. Had this paragraph the force of law in this province, the recommendations of the Extra Assistant Commissioner would have demanded attention, though even in this case further proofs of occupancy and fixed rates would have been imperatively necessary.

9. As it is, I venture to think that though the fact of occupancy, and possibly of occupancy at fixed rates, is in several instances probable, yet that the right of occupancy, still less of occupancy at fixed rates, is proved in none.

10. At the same time landlord and cultivator alike agreed that whilst the ultimate right of enhancement of rent and ouster lay with the landlord, yet that the exercise of that right is almost universally limited by custom, and bears a steady relation to the capabilities of the land and the rates of neighbouring fields.

11. In conclusion, I submit the vernacular files, by which it will be seen that whatever may have been their hopes and motives, and whatever their claims ultimately resolved themselves into, a large body of cultivators do seem to have claimed rights of occupancy and at fixed rates before the Extra Assistant Commissioner, and to have succeeded in persuading that officer that they had good grounds for so doing.

From the Commissioner, Lucknow Division, to the Financial Commissioner, Oude.—  
No. 1264, dated the 29th May 1865.

I have now the honour to submit the last of the reports of this division on the subject of your Book Circular, No. II., of 24th October last.

2. In my letter enclosing the Oonao papers, I briefly commented on "occupancy rights" in Oude ; and the further reports and specific cases forwarded to you with my subsequent letters, as per margin, have tended to confirm the opinions therein expressed.

No. 961, dated 15th April 1865.

" 969, " 17th ditto.  
" 1000, " 21st ditto.  
" 1035, " 26th ditto.

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3. The officers of the Lucknow and Durriabad districts have delayed their reports in consequence of the backwardness of all classes to advance any claims of the nature referred to, and some misapprehension they entertained in regard to instituting enquiries on their own motion, which latter course has been generally necessary, for the cultivating classes have not readily put themselves forward. Eventually, however, these officers pursued what is undoubtedly the best course, and took up the investigations in certain villages of their districts, the results of which are now before you.

4. In the summary suit cases transferred by your subsequent orders to the Settlement Officers for enquiry, to see if out of them any right of occupancy could be ascertained or defined, there were, of course, plaintiffs in each case; but the enquiry into this description of suits has not shown that the applicants had any such right at fixed or even favourable rates. In some instances the claimants were old proprietors, whose title to seer and to hold at beneficial rates it has always been the custom to record, and theirs is a "proprietary right" entitled to be respected and upheld.

5. Mr. Capper states that many of these kinds of claimants are a portion of the "amneik" class, described in the Report of the Assistant Settlement Officer, Durriabad. These "amneiks" doubtless held a superior position, and appear to have received more favourable terms than others; and probably there are exceptional cases where the custom of the country would give these superior classes a right of occupancy and beneficial rates too, though the ulterior power always rested with the zemindars to oust them or increase their rates. Their true position is fairly described in the fifth paragraph of the report which accompanies this.

6. The cases in which the Extra Assistant Commissioner, Durriabad, found what he considered an occupancy right are deserving of some attention. The further investigations of the Settlement and Assistant Settlement Officer showed that these cultivators, though long in possession of certain lands, really considered their holdings at the will of the zemindar.

7. In the present state of the districts it is pretty clear that the custom of the country will preserve to all classes of cultivators their true position; and there is a total absence of evidence, either written or oral, to show that the former Government ever in any way interfered to protect the rights of cultivators; and in the course of this enquiry no document has been produced, no canoongoe or putwaree, or other classes of official has been able in any way to understand that the cultivator is entitled, by previously existing custom, to be recorded as a permanently occupying tenant.

8. The zemindars do not appear to have exhibited any great alarm at the investigations; they recognize fully existing rights and custom; but they certainly do not comprehend that their ryots are entitled now to be, or have ever been, independent of them as regards the fields they hold.

9. Nor do the ryots themselves seem to be much impressed with the importance of the hopes held out to them, for not only has there been no pressure to be heard, but there has been some difficulty in finding real claimants; and now that the enquiry has fully shown the cultivating population that they might possibly gain a fixed right of occupancy if they did press their claims, it is somewhat remarkable that we hear nothing of them.

10. In conclusion, I trust that you will find that the Settlement Officers have pursued the present enquiry with an honest desire to ascertain the truth, and that previous convictions on this subject are generally adhered to, solely on the grounds of the evidence that has been adduced in the course of the investigations.

From WILLIAM C. CAPPER, Esq., Settlement Officer, Lucknow, to Lieutenant-Colonel L. BARROW, C.B., Commissioner, Lucknow Division.—No. 58, dated 26th May 1865.

With reference to yours, No. 968, of 17th April 1865, conveying Financial Commissioner's No. 766, of 8th April 1865, I have the honour to report further.

2. Having made further enquiries under paragraph 4, I find that the term "mouroosee kashtkar" (hereditary cultivator) is unknown in this part of Oude as applicable to a class, and that no rights are acquired as against the zemindar by the mere fact of cultivating. Between a "chupperbund" (resident) and "pykasht" (non-resident) cultivator there is so much difference that the non-resident has absolutely no rights, save those derived from the terms of his leave, whilst the chupperbund has certain advantages and privileges.

3. Although the term "amneik" seems to be seldom used and little known in this district, yet, as it seems to denote the same class of men as are known as "bal unaunt" wherever I have

I have served, I shall use it to signify the superior class of resident cultivators as distinguished from the general low-caste residents.

4. For the lower caste of chupperbund cultivators, if located in a new hamlet, the zemindar generally provides ready-built huts. Should he not do so, or should the new comer settle in an existing village, the zemindar provides the ("phoola") tank grass and (puthawur) thatching grass with the (thoonee and burendee) different jungle woods requisite for the roof, whilst the new comer builds the mud walls, receiving from the zemindar  $1\frac{1}{4}$  maunds of grain for every habitable house 10 feet long. This house remains the property of the cultivator as long as he resides or cultivates; should he leave, it lapses to the zemindar. During his tenancy he is entitled to the wood and grass requisite for repairs, and is on application allowed the wood necessary for ploughs and other agricultural implements. On first settling, he will probably receive a somewhat favourable lease for two or three years; but at the expiration of its terms, on the 18th Jeyt, he is at the discretion of the zemindar, and, unless he pay the rent demanded by the zemindar, he must vacate. It is true that it was the interest of the zemindar not to disturb a cultivator, as they run the risk of good and bad seasons, and prevented the village running to waste; and so, in case of difference as to rents, arbitration was occasionally resorted to, but the ultimate decision rested with the zemindar; and, save so far as from year to year or for longer periods he might covenant with the cultivator, the latter has no right of occupancy, nor would he prepare the field for a new year, save after having acquired the zemindar's consent.

5. These chupperbunds recognize their zemindar by service and fees generally.

I.—They plough for the zemindar with their own ploughs and oxen, when summoned, for one working day in "Assar" or "Sawun," and for one in "Kartik."

II.—At the birth or marriage of a son he pays one offering ("seeda") of grain, be it rice, atta, dal, and any or all grains; 25 village seers in weight, at Rupees 1 in cash. At the marriage of a daughter he sees that the bridegroom's party pay one prepared pan and two pice.

III.—Of his crop he pays at the time of cutting towards watchman's fees (one phoola) five village seers of the crop, and an additional fee (phata) of one village seer in the maund, one bundle of (bhoosa) chaff and of the (phoola) grain husk, and of the (oombec) wheat husk five village seers; or should he pay rent in kind, the zemindar takes five seers for each field, and five village seers in each maund.

IV.—If he grow sugarcane, on the 11th Kartik at the Dithyonah festival he pays one pot (ghurra) of the fresh juice, and besides this he pays 10 village seers of the ral to each from each press, and  $2\frac{1}{2}$  village seers of the first batch of partly crystallized sugar (goor); and for every 450 village maunds of treacle the zemindar receives from the purchaser Rupees 52: he further furnishes, when called on, one man's load of (kirbee) fodder.

V.—The chumar pays annually a pair of shoes, the shepherd a blanket, the pasee half the fish and shrimps which he catches in the tanks, the kahar one or two maunds of the water-nut, the sweetmeat-seller who makes (khoah) hot and sweet preparation of milk pays one seer, and in the hoollee the pan-growers offer one (dholee) basket of 200 pieces.

But of any right to occupy after the expiry of their lease contrary to the wish of the zemindar I can find no trace. The old residents (kudeem) will often have small plantations, and leave to plant often proves a successful bait for the (wanabad) new resident. But their retaining these plantations is contingent on their residence: should they leave, the trees fall to the zemindar; should at any time the trees be cut, the ground reverts to him also.

The "amneik" class, consisting of resident connections of the zemindar, not having a share in the village of dispossessed zemindars of other villages, retired Government servants, Brahmins, and Rajpoots, and even Kyeths of good families, and the bankers and chief shopkeepers, may or may not cultivate; if they do, as they have to employ ploughmen, the zemindar receives less from them than from other chupperbunds; but I can find no trace of a right to hold at a fixed rate against the zemindar's wish. On occasions we find that they have shared with the zemindars the loss of bad seasons or oppressing officials, and have acquired a title in respect to an actual holding which we recognize now as proprietary. But their status depended on the will of the zemindar, whose friends, personal companions, spiritual guides, or trusty headsmen they generally were: and as far as their fields were concerned, it would be optional with an incoming zemindar on transfer of the estate to recognize them or not. Their status was different from other chupperbunds; but this was the result of their birth, education, military service, or other social standing, and in no way resulted from or depended on their cultivating; and their parallel is found in England when the landowner prefers to let his farms to gentlemen by birth and education at a less rate than that offered by the ordinary tenant farmer, in

order that he and his family may have the advantage of their companionship. As a matter of fact they did not pay the service and fees mentioned in paragraph 5, chiefly because, had they been exacted, he would have refused to cultivate. But the zemindar seldom gives him very good field, and there is no fixed rate or reduction as compared with that payable by others; nor is even the allowance for the ploughman fixed, the term *koor* mentioned by Assistant Settlement Officer, Durriabad, being unknown here. These men, however, have frequently a transferable title in the plantations and houses which they occupy and in large villages where they congregate. Their proprietary title in these is indisputable, and but seldom disputed. In the smaller villages, however, the ultimate title of the zemindar is still enforced.

6. It may be that some of these men may be *seerdars* in other portions of land in the same village by *shunkullup* grant or otherwise; but their exact rights must be brought out in each case, and depends on the terms of the grant. There are no such rights which seem to be hereditary but not transferable. As to *seerdars* by virtue of former proprietary title, these rights are not of occupancy only, but are clearly proprietary; the question is not now an open one; but if the descendant of the old zemindars still retaining his ancestral *seer* lands be not the real proprietor of the village, whoever may have chanced for a longer or shorter period of time to contract for the revenue with Government, and thus have acquired a prescription to collect the rents, still it must be admitted that his title as proprietor to the holding which he still retains is of older date than that of the rent collector, and that he is so far a proprietor, and cannot be classed with cultivators voluntary and without reservation implied or expressed. If, however, they have parted with all their proprietary rights, though allowed to retain lands on favourable terms, they cannot claim what they have parted with; and having sunk to the class of "*amneiks*," they are, so far as their cultivated land is concerned, mere tenants-at-will.

7. I would add that the villages of Barkatlabad, Eentgaon, are much under-assessed, which accounts for the admissions of the zemindars referred to in my previous letter.

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From the Financial Commissioner, Oude, to the Commissioner, Lucknow.—No. 766, dated the 8th April 1865.

I have the honour to acknowledge your docket, No. 849, dated 31st ultimo, enclosing Mr. Capper's Report regarding the rights of cultivators. It is necessary that the claims records of the investigations into individuals, which you have called for, should be sent to the Office.

2. With reference to paragraphs 7 and 8 of the Report, I beg to state that any claim falling short of a claim to a *transferable* tenure in the land should be dealt with as a claim to a right of hereditary occupancy. A separate circular will be issued on this point.

3. Mr. Capper's Report does not indicate investigation of claims made by the respectable (*ashraf amneik*) class of cultivators to occupy at favourable rates. It is not understood if this class is absent from the Lucknow District, or whether its representatives have not been called upon to state their case.

4. Mr. Capper states in paragraph 5 that no distinction is known between the *chupperbund* of three generations and the one of three months, save that from the latter security might be taken, whilst none would be required from the former. It is very important that the original tenure conferred on the *chupperbund* under Native rule according to the usage of the country should be made clear in all its incidents, and the nature of the implied contract between the proprietor and the tenant elucidated as much as possible. It should particularly be ascertained from the *canoongoes* and other well-informed parties whether or not it was a condition that the *chupperbund* tenant should continue to cultivate his fields, or other fields in the same village, so long as he continued to pay the rent demanded by the proprietor. The points of difference between a *chupperbund* and *pykasht* tenure should be categorically brought out. When the right of eviction is asserted by the proprietor, it should be ascertained if he admits any limitation of it; as, for instance, he might claim the right to take an *assamee's* field to include in his own *seer*, but for no other purpose.

5. In the case of the respectable cultivators, it should be clearly defined whether or not the proprietor denies *all* heritable right of occupancy, or only occupancy at favourable rates.

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From

From the Commissioner, Lucknow Division, to the Settlement Officers of Lucknow Division.—No. 740, dated the 20th March 1865.

I have the honour to acknowledge receipt of your letters, numbers and dates as per margin, which inform me that no investigation had yet been commenced on the Financial Commissioner's Circular, No. 5-125, because no one had advanced claims to occupancy rights.

Durriabad, No. 68, dated the 16th March.  
Lucknow, Memorandum, dated the 21st February.

2. Considering that the Government had directed the enquiry, and that the subject had not been disposed of simply because actual claims were not advanced, I can but express surprise, after repeated requisitions, both written and verbal, that you should have neglected to pay the attention to it that so important a subject demanded.

You will be good enough to consider it imperative on you to make a complete enquiry, as directed in the circular referred to.